HIDEOUT, UTAH PLANNING COMMISSION
REGULAR MEETING AND PUBLIC HEARING
September 18, 2025
Agenda

PUBLIC NOTICE IS HEREBY GIVEN that the Planning Commission of Hideout, Utah will hold its Regular Meeting and Public Hearings electronically and in-person at Hideout Town Hall, located at 10860 N. Hideout Trail, Hideout Utah, for the purposes and at the times as described below on Thursday, September 18, 2025.

All public meetings are available via ZOOM conference call and YouTube Live.
Interested parties may join by dialing in as follows:

Zoom Meeting URL: https://zoom.us/j/4356594739
To join by telephone dial: US: +1 408 638 0986 **Meeting ID:** 435 659 4739
YouTube Live Channel: https://www.youtube.com/channel/UCKdWnJad-WwvcAK75QjRb1w/

Regular Meeting and Public Hearings
6:00 PM

I. Call to Order

II. Roll Call

III. Approval of Meeting Minutes

1. August 28, 2025 Planning Commission Minutes DRAFT

IV. Agenda Items

1. Administration of Oath of Office to newly appointed Alternate Planning Commissioner Catherine Woltering.

2. **Public Hearing**: Consideration and possible approval of a Conditional Use Permit (CUP), formerly known as a Planned Performance Development (PPD), for the Wildhorse Development to allow a Cluster Development with smaller lots in the Mountain (M) Zoning District.

3. **Public Hearing**: Discussion and and possible recommendation regarding an amendment of the Official Town of Hideout Zoning Map to rezone parcel 00-0020-8164 (Wildhorse Development) from Mountain (M) Zone to Neighborhood Mixed Use (NMU). This proposed development is located on the northern side of SR-248, between the Woolf property and the Klaim Subdivision.

4. **Public Hearing**: Discussion and possible recommendation to Town Council regarding a Master Development Agreement (MDA) for the Wildhorse Development.

5. Discussion and possible submittal to the Hideout Town Council of proposed Town of Hideout Planning Commission Rules and Regulations.

V. Meeting Adjournment

Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the Mayor or Town Clerk at 435-659-4739 at least 24 hours prior to the meeting.

File Attachments for Item:

1. August 28, 2025 Planning Commission Minutes DRAFT

Minutes

Town of Hideout Planning Commission
Regular Meeting and Public Hearings (Rescheduled)
August 28, 2025
4:00 PM

The Planning Commission of Hideout, Wasatch County, Utah met in a rescheduled Regular Meeting on August 28, 2025 at 4:00 PM electronically via Zoom and in person in the City Council Chambers located at 10860 N. Hideout Trail, Hideout, Utah.

Regular Meeting and Public Hearings

I. Call to Order

Interim Chair Jonathan Gunn called the meeting to order at 4:07 PM and reminded participants that this was a hybrid meeting held both electronically and in-person.

II. Roll Call

Present: Interim Chair Jonathan Gunn
Commissioner Rachel Cooper
Commissioner Glynnis Tihansky

Attending Remotely: Commissioner Joel Pieper
Commissioner Chase Winder (alternate)

Excused: Commissioner Donna Turner
Commissioner Brad Airmet (alternate)

Staff Present: Thomas Eddington, Town Planner
Gordon Miner, Town Engineer
Kathleen Hopkins, Deputy Recorder for Hideout

Staff Attending Remotely: Polly McLean, Town Attorney (joined at 4:21 PM)
Alicia Fairbourne, Recorder for Hideout

Public in Person or Attending Remotely: Brian Cooper, Jerry Crylen, Grace Doerfler, Nate Mitchell, Diane Schoen, Tim Schoen, John Gray, Tom Longhi, Kristian Muholland, Richard Otto, Michael Sapers, Tracy Seymour, Glenn Seymour and others who may not have signed in using proper names in Zoom.

III. Agenda Items

Interim Chair Jonathan Gunn announced that Tony Matyszczyk had resigned from the Planning Commission, and the Town Council had appointed Council Member Gunn to serve as Alternate Planning Commissioner and Interim Chair.

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1. **Administration of Oath of Office to newly appointed Alternate Planning Commissioner Jonathan Gunn.**

Deputy Recorder for Hideout Kathleen Hopkins read the Oath of Office and officiated Commissioner Gunn as an Alternate Planning Commissioner.

2. **Discussion and possible submittal to the Hideout Town Council of proposed Town of Hideout Planning Commission Rules and Regulations.**

A short discussion ensued regarding the draft Rules and Regulations document which had been distributed prior to the meeting, and it was agreed to defer further discussion to the next meeting when all the Planning Commissioners would have an opportunity to provide input.

Motion: Commissioner Tihansky moved to defer consideration of proposed Town of Hideout Planning Commission Rules and Regulations to the September meeting. Commissioner Pieper made the second. Voting Yes: Commissioner Cooper, Commissioner Pieper, Commissioner Tihansky and Commissioner Winder. Voting No: None. Abstaining from Voting: Interim Chair Gunn. Absent from Voting: Commissioner Turner. The motion carried.

IV. Public Hearings

1. **Discussion and possible approval of an amendment to lots R-1, R-2, R-4, R-5 and R-6 of Hideout Canyon Phase 8 Reflection Ridge (parcel numbers 00-0020-8715, 00-0020-8716, 00-0020-8718, 00-0020-8719, and 00-0020-8720) to relocate the twenty foot (20') wide limited common areas for the driveways.**

Town Planner Thomas Eddington provided an overview of this matter reminding the Planning Commissioners they had approved a similar plat amendment in 2024 for one of the lots on this street and noted the lots had originally been platted with center driveways through common space rather than on either the right or left side of the lot depending on how the homes were designed. This plat amendment was filed on behalf of all the lot owners with the exception of lot R-3 which was previously approved, and Mr. Michael Sapers, property owner representing the other owners, was in attendance.

Mr. Eddington and Mr. Sapers answered several questions from the Planning Commissioners on the background surrounding this request as well as on the dimensions of one of the driveways. Mr. Eddington suggested the amended plat also show lot R-3 (previously amended 2024) and the easement for Lot 6. Commissioner Chase Winder (property owner of previously amended lot R-3) stated he was supportive of the amendment and asked if he should recuse himself since he was a neighbor. Town Attorney Polly McLean stated it was not necessary for Commissioner Winder to recuse himself from voting on this matter and reminded the Planning Commissioners that if approved, the plat would be signed by the Planning Commission Chair and would not need to go before Town Council.

The public hearing was opened at 4:24 PM. There were no public comments and the public hearing was closed at 4:25 PM.

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Mr. Sapers asked a question about the poor conditions of the street, curbs and gutters. Ms. McLean responded the Town was not in a position to address this as Reflection Ridge was a private street not maintained by the Town.

Motion: Commissioner Pieper moved to approve of an amendment to lots R-1, R-2, R-4, R-5 and R-6 of Hideout Canyon Phase 8 Reflection Ridge (parcel numbers 00-0020-8715, 00-0020-8716, 00-0020-8718, 00-0020-8719, and 00-0020-8720) to relocate the twenty foot (20') wide limited common areas for the driveways, with the conditions discussed in the Staff Report. Commissioner Winder made the second. Voting Yes: Commissioner Cooper, Commissioner Pieper, Commissioner Tihansky and Commissioner Winder. Voting No: None. Abstaining from Voting: Interim Chair Gunn. Absent from Voting: Commissioner Turner. The motion carried.

Interim Chair Gunn announced all three items related to the Wildhorse Development would be discussed together and voted on individually.

2. **Consideration and possible approval of a Conditional Use Permit (CUP), formerly known as a Planned Performance Development (PPD), for the Wildhorse Development to allow a Cluster Development with smaller lots in the Mountain (M) Zoning District.**

3. **Discussion and possible recommendation regarding an amendment of the Official Town of Hideout Zoning Map to rezone parcel 00-0020-8164 (Wildhorse Development) from Mountain (M) Zone to Neighborhood Mixed Use (NMU). This proposed development is located on the northern side of SR-248, between the Woolf property and the Klaim Subdivision.**

4. **Discussion and possible recommendation to the Hideout Town Council regarding a Master Development Agreement (MDA) for the Wildhorse Development.**

Mr. Eddington provided a short overview of these items related to the Wildhorse Development with which the Planning Commission was already quite familiar. He noted members of the Applicant's team were present and could answer any questions.

Interim Chair Gunn opened the floor for public comment on the three Wildhorse Development items at 4:33 PM. Mr. Brian Cooper, a Shoreline resident, asked what had changed in the proposal since the last Planning Commission meeting and shared his concerns with the narrow streets, smaller setbacks and the potential inclusion of private streets. Mr. Eddington responded the streets would meet the alternate road standards recently approved by the Planning Commission and Town Council. Town Engineer Gordon Miner added there would be space for pedestrian traffic on one side of the street under the alternate road standards.

The public hearing was closed at 4:37 PM.

Commissioner Glynnis Tihansky asked about pipe dimensions, risk of water runoff to the neighboring Klaim subdivision and SR-248 and setbacks along one of the streets. Mr. Miner and Mr. Eddington addressed these questions. Commissioner Joel Pieper asked about storm water retention on Lot 8. Mr. Miner explained the detailed engineering review would come at the next stage of the process and could result in some changes to the concept plan based on any constraints

determined at that time. Commissioner Pieper asked about the location of the overhead power line going through Lot 12 and requested the Master Development Agreement (MDA) specifically address the Applicant would be responsible for the costs of relocating the power line.

Commissioner Rachel Cooper asked if a traffic study had been conducted. Mr. Miner responded this would also come at a later stage and the Applicant would be responsible for mitigating any issues noted in the study.

Ms. McLean referred to the draft Ordinance for the rezone which had been distributed.

Mr. Nate Mitchell, attorney for the Applicant, noted the MDA was substantially complete and requested a favorable vote from the Planning Commission. Commissioner Tihansky asked if a marketing study had been conducted regarding the commercial development. Mr. Jerry Crylen, a member of the Applicant's team, stated Berkshire Hathaway Real Estate had been engaged to help identify commercial tenants.

Commissioner Pieper shared his concerns with the viability of Lot 8; Mr. Mitchell responded this would be evaluated with the Final Approval process which would include a full engineering review, and the Applicant would comply with Town standards. Mr. Crylen added that Lot 12 could be subdivided into two lots if Lot 8 was not a viable building lot. Commissioner Tihansky confirmed the approval would be a maximum of five lots in that area of the development. Mr. Crylen stated the Applicant was already in discussions with Rocky Mountain Power regarding the utility line previously mentioned.

Commissioner Cooper asked about inclusion of nightly rentals in the MDA. Mr. Mitchell stated the approval for nightly rentals was being requested only for the villa units which would drive more revenues to the Town. He asked that the process continue moving forward and if appropriate, defer the consideration of nightly rentals to the Town Council.

Commissioner Cooper shared her concerns with the project overall, specifically regarding the viability of the commercial component at this location and the residential units being located too close to the highway. She noted commercial spaces nearby which have not attracted tenants, and stated she was not supportive of the project.

Interim Chair Gunn asked for a vote on each of the Wildhorse Development public hearing items. Commissioner Tihansky asked for clarification on where the conditions listed in the Engineering Staff Report would be considered; Ms. McLean responded they would be referenced in the CUP approval as a variance and the MDA for the particular conditions discussed in the staff reports.

Prior to voting on the following motion, Commissioner Winder stated he was in support of the project and could see success for the restaurant. Commissioner Cooper stated she felt there were better commercial locations.

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Motion: Commissioner Tihansky moved to approve a Conditional Use Permit (CUP), formerly known as a Planned Performance Development (PPD), for the Wildhorse Development to allow a Cluster Development with smaller lots in the Mountain (M) Zoning District. Commissioner Winder made the second. Voting Yes: Commissioner Tihansky and Commissioner Winder. Voting No: Commissioner Cooper and Commissioner Pieper. Abstaining from Voting: Interim Chair Gunn. Absent from voting: Commissioner Turner. The motion failed with the tie vote.

Motion: Commissioner Winder moved to continue the consideration and possible approval of Conditional Use Permit for the Wildhorse Development to the September 18, 2025 Planning Commission meeting. Commissioner Tihansky made the second. Voting Yes: Commissioner Cooper, Commissioner Pieper, Commissioner Tihansky and Commissioner Winder. Voting No: None. Abstaining from Voting: Interim Chair Gunn. Absent from Voting: Commissioner Turner. The motion carried.

Motion: Commissioner Cooper moved to continue

1) the discussion and possible amendment of the Official Town of Hideout Zoning Map to rezone parcel 00-0020-8164 (Wildhorse Development) from Mountain (M) Zone to Neighborhood Mixed Use (NMU); and

2) the discussion and possible recommendation to the Hideout Town Council regarding a Master Development Agreement for the Wildhorse Development to the September 18, 2025 Planning Commission meeting.

Commissioner Tihansky made the second. Voting Yes: Commissioner Cooper, Commissioner Pieper, Commissioner Tihansky and Commissioner Winder. Voting No: None. Abstaining from Voting: Interim Chair Gunn. Absent from Voting: Commissioner Turner. The motion carried.

5. Discussion and possible recommendation to the Hideout Town Council regarding an ordinance amendment to the Wildland Urban Interface Code to address defensible spaces.

Ms. McLean referenced the staff report included in the meeting materials and noted an updated table distributed shortly before the meeting which incorporated minor comments from the Wasatch County Fire District. Discussion ensued regarding various terms and definitions in the proposed amendment, and it was suggested a representative of the Fire District present this matter to the Town Council to answer any questions on the details.

Interim Chair Gunn opened the floor for public comment at 5:23 PM. Mr. Glenn Seymour, Rustler resident, stated his support for the amendment. There was no further public comment and that public hearing was closed at 5:26 PM.

Commissioner Tihansky asked for clarification on whether this amendment would apply to any new development; Mr. Eddington stated it would apply to any new building permits except where already vested in the Master MDA. Ms. McLean added to the extent public health and safety might be impacted, this update may be applicable to such vested applicants and would be evaluated on a case-by-case basis. She also noted that Homeowners Associations could impose more restrictive standards. Interim Chair Gunn noted the amendment would also apply to replacement of existing buildings and landscaping.

Ms. McLean agreed to evaluate whether a future phase of a subdivision covered under the Master MDA would be held to these updated standards.

Motion: Commissioner Tihansky moved to make a positive recommendation to the Hideout Town Council regarding an ordinance amendment to the Wildland Urban Interface Code to address defensible spaces, with the caveat the Town Council consider how this amendment would apply to applicants covered under the Master MDA. Commissioner Pieper made the second. Voting Yes: Commissioner Cooper, Commissioner Pieper, Commissioner Tihansky and Commissioner Winder. Voting No: None. Abstaining from Voting: Interim Chair Gunn. Absent from Voting: Commissioner Turner. The motion carried.

V. Approval of Meeting Minutes

1. July 17, 2025 Planning Commission Minutes DRAFT

There were no comments on the July 17, 2025 draft minutes.

Motion: Commissioner Tihansky moved to approve the July 17, 2025 Planning Commission Minutes. Commissioner Cooper made the second. Voting Yes: Commissioner Cooper, Commissioner Pieper, Commissioner Tihansky and Commissioner Winder. Voting No: None. Abstaining from Voting: Interim Chair Gunn. Absent from Voting: Commissioner Turner. The motion carried.

VI. Meeting Adjournment

There being no further business, Interim Chair Gunn asked for a motion to adjourn.

Motion: Commissioner Tihansky moved to adjourn the meeting. Commissioner Cooper made the second. Voting Yes: Commissioner Cooper, Interim Chair Gunn, Commissioner Pieper, Commissioner Tihansky and Commissioner Winder. Voting No: None. Absent from Voting: Commissioner Turner. The motion carried.

The meeting was adjourned at 5:35 PM.

_____

Kathleen Hopkins
Deputy Recorder for Hideout

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File Attachments for Item:

2. Public Hearing: Consideration and possible approval of a Conditional Use Permit (CUP), formerly known as a Planned Performance Development (PPD), for the Wildhorse Development to allow a Cluster Development with smaller lots in the Mountain (M) Zoning District.

HANSEN ALLEN & LUCE inc
ENGINEERS

SALT LAKE AREA OFFICE
859 W South Jordan Pkwy, Ste 200
South Jordan, Utah 84095
Phone: (801) 566-5599
www.HALengineers.com

Town of Hideout
Planning Commission Meeting

August 28, 2025

RECOMMENDATION

Please find EXH-1 – "Wildhorse Concept Plan", which is the applicant's latest submittal. My comments are as follows. Note that these comments are based on a concept plan and not final drawings.

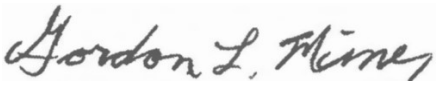
I recommend that the Planning Commission require the following conditions on any action:

1. A Slope Map is part of the package. But, it is not included here. The applicant's engineer-of-record shall seal (stamp, date, sign) the slope map because it is a final document on which decisions are being made.
2. All streets meet current Town Standards.
3. The building setback on the west side of Woolf Road shall be 20 feet.
4. As noted on the Concept Plan, public access and snow storage easements shall be included with the pertinent public utility easements.
5. A jersey barrier shall be used on the west side of the street going up the hill. It can be removed temporarily for public utility maintenance. And, it can serve as a human guardrail. It shall be heightened as necessary to comply with the Building Code.
6. Resolve the boundary discrepancy with Klaim in the vicinity of the retaining wall at the entrance to Klaim.
7. Remove the power line through Lot 12 and install a power pole on the Woolf property at the end of Woolf Road.



8. Obtain a permit from UDOT to discharge into their right-of-way.
    a. Connect to the orange pipe in the photo. The connection from the UDOT culvert to the orange pipe must be piped with junction boxes pursuant to Town Standards.
    b. Evaluate the orange pipe, for the Town Engineer's review, to ensure that connections, sizes, materials, and slopes are adequate.
    c. Improve anything that is inadequate pursuant to the Town Engineer's feedback.
9. Add these notes to the conceptual plans:
    a. The feasibility of lots is unknown where storm drainage detention and retention are employed. Lot feasibility will be determined at final design.
    b. Fire hydrant spacing shall be determined by Wasatch Fire District at final design.
    c. Where public storm water drains onto private property, an easement shall be granted to the Town establishing that the private property owner accepts the drainage as theirs and releases and indemnifies the Town from any potential liability associated with it.
    d. Town Code 10.08.18.D – "The Town Engineer shall determine the most appropriate engineering system and materials for retaining walls located within public right-of-way and those located outside public right-of-way that support a public road."

Respectfully,
HANSEN, ALLEN & LUCE, INC.



Gordon L. Miner, P.E.
Town Engineer
Exhibit 1 – Comments on Wildhorse Concept Plan

0007-2020
GARFF ROGERS RANCH LLC

NORTH 1/4 COR SEC 17,
T2S, R5E, SLB&M
FOUND ALUM CAP

20-8162
WILLIAM B WOOLF

20-8158
KLAIM LLC

20-8164
GRAND SUMMIT POINTE LLC

LOT 7
0.73 acres

LOT 6
0.65 acres

16' RETAINING WALL
TOW: 6712.0
BOW: 6696.0

8' RETAINING WALL
TOW: 6714.0
BOW: 6706.0

LOT 5
0.64 acres

OPEN SPACE
5.52 acres

AND PUBLIC ACCESS AND SNOW STORAGE EASEMENT

WILDHORSE WAY

10' PUE

23+50

23+00

22+00

21+00

20+00

Setback shall be 20 ft.

LOT 1
0.81 acres

4' RETAINING WALL
TOW: 6696.0
BOW: 6692.0

LOT 4
0.63 acres

2' 2.50' CURB & GUTTER

RETAINING WALL DESIGN ALONG COMMERCIAL PARCEL TO BE FINALIZED WITH THE SITE GRADING.

LOT 12
0.00 acres

AND SNOW STORAGE EASEMENT

AND SNOW STORAGE EASEMENT

27.00' ROW

LOT 3
0.58 acres

AND PUBLIC ACCESS AND SNOW STORAGE EASEMENT

LOT 11
0.40 acres

WILDHORSE WAY

LOT 10
0.35 acres

150'

STATE ROUTE 248
(UDOT ROW)

2' 2.50' CURB GUTTER

57.00' ROW

COMM
ZONING NMU
1.08 acres

5.00' CONCRETE SIDEWALK

JERSEY BARRIER

LOT 9
0.28 acres

Practical building footprint = 1,900 sf

RETAINING WALL DESIGN ALONG COMMERCIAL PARCEL TO BE FINALIZED WITH THE SITE GRADING.

RETAINING WALL
TOW: 6658.0
BOW: 6650.0

LOT 2
0.84 acres

20' RETAINING WALL
TOW: 6666.00
BOW: 6646.00

6.5' RETAINING WALL
TOW: 6670.5
BOW: 6664.0

10+00

MAINTENANCE ROAD
(STORM WATER)

GRAY WOOLF
ROAD DEDICATION

COMMON A

COMMON B

COMMON C

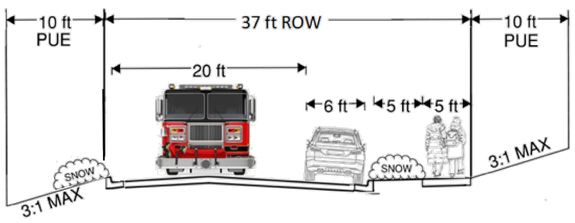
MINER WAY
(PUBLIC ROW)

GRAY WOOLF ROAD
(PUBLIC ROW)

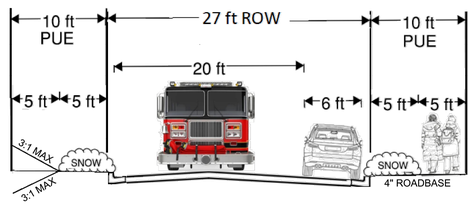
KLAIM PHASE 1
SUBDIVISION

KLAIM PHASE 4
SUBDIVISION

NO-SIDEWALK-OR-PARKING-ON-ONE-SIDE ALTERNATIVE



NO-SIDEWALK ALTERNATIVE



NORTH

0 30 60 120 180
SCALE:1"=60'

HIDEOUT - WILDHORSE

MULHOLLAND DEVELOPMENT SOLUTIONS
kristian@mulholland-development.com
P.O. BOX 680925
PARK CITY, UTAH 84068
435.901.2940 (c)

CONCEPTUAL

DATE:	August 26, 2025
DESIGN BY:	KJM
DRAWN BY:	BRC
REVIEW BY:	
PROJECT NO:	HIDEOUT
ISSUE:	CONCEPTUAL
REVISIONS:	

SHEET TITLE:
WILDHORSE
CONCEPT PLAN

SHEET NUMBER:
EXH-1

path: C:\Users\Kristian\MDS Dropbox\Projects\117. Hideout - WildHorse\06_Exhibits\
file name: Hideout - Wildhorse Subdivision Slope map.dwg | plot date: August 26, 2025 | plotted by: Kristian

File Attachments for Item:

3. Public Hearing: Discussion and and possible recommendation regarding an amendment of the Official Town of Hideout Zoning Map to rezone parcel 00-0020-8164 (Wildhorse Development) from Mountain (M) Zone to Neighborhood Mixed Use (NMU). This proposed development is located on the northern side of SR-248, between the Woolf property and the Klaim Subdivision.

TOWN OF HIDEOUT

ORDINANCE #2025 – O-_____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP FOR THE TOWN OF HIDEOUT FOR PARCEL NO. 00-0020-8164 FROM MOUNTAIN RESIDENTIAL (MR) ZONE TO NEIGHBORHOOD MIXED USE (NMU),

WHEREAS, the owners of property consisting of approximately 15.19 acres, and identified as Assessor's Parcel Number 00-0020-8164 have submitted an application to rezone a portion that property from its current zoning designation of mountain residential (MR) zone to Neighborhood Mixed Use (NMU).

WHEREAS, Developers is proposing a project which will include a restaurant and retail spaces along with residential development;

WHEREAS, zoning amendments must comply with the General Plan;

WHEREAS, there is a Development Agreement being proposed;

WHEREAS, the approval of this zone amendment is contingent on the conditions of the Development Agreement being met;

WHEREAS, the Hideout Planning Commission held public hearing on August 28, 2025, and September 18, 2025 and forwarded a recommendation to the Town Council;

WHEREAS, the Hideout Town Council held public hearings and reviewed the Zoning Map Amendment on XXX.

WHEREAS, there is good cause and it is in the best interest of the Town of Hideout, Utah to approve the Amendment to the Zoning Map

WHEREAS, as a condition of this Ordinance being effective, a Development Agreement will have to be executed prior to XX, and a condition of that Development Agreement will be that the density related to the Project will not exceed 12 residential units and 6 commercial units.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF HIDEOUT, UTAH, THAT:

Section 1. Rezone. That certain property located at Parcel Number 00-0020-8164, and more particularly described on Exhibit A, attached hereto and incorporated herein by reference, a portion of which is hereby rezoned from its current zoning designation of MR to NMU.

Section 2. Zoning Map Amendment. The Zoning Map of the Town of Hideout is hereby amended to reflect the rezoning referenced in Paragraph 1, above.

Section 3. Subdivision Condition. This Ordinance is specifically subject to and conditional upon the following:

(a) A Subdivision Plat for the property described in Exhibit A must be approved by the Town within 12 months of the date of this Ordinance. In the event a Subdivision is not approved, the zoning designation of the property shall revert to MR.

(b) The Phasing Plan in the Development Agreement must be adhered to and if the commercial is not completed by December 31, 2027, the zoning designation shall revert to MR.

Section 4. Severability. If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

Section 5. Effective Date. This Ordinance shall take effect upon the publication or posting.

PASSED AND APPROVED this day of _____, 2025.

By:_____

Ralph Severini, Mayor

[SEAL]

ATTEST:

_____

Alicia Fairbourne,
Recorder for Hideout

File Attachments for Item:

4. Public Hearing: Discussion and possible recommendation to Town Council regarding a Master Development Agreement (MDA) for the Wildhorse Development.

INTEGRATED planning & design

Staff Report for the Wildhorse Development – CUP w/ Rezone & Associated MDA

To: Acting Chair: Jonathan Gunn
Town of Hideout Planning Commission

From: Thomas Eddington Jr., AICP, PLA
Town Planner

Re: Wild Horse Rezoning Request – Tim Schoen's Commercial Project Proposal

Date: Prepared for the August 28, 2025 Planning Commission Meeting (and slightly updated for the September 18, 2025 meeting - Exhibits)

Submittals: *Updated MDA (via email on August 25, 2025) and an updated Concept Plan and Building Envelopes (received via email on August 26, 2025); prior submittals are included as Exhibits to the MDA but will need to be updated*

Background

The Applicant has been working closely with staff and the Planning Commission over the past ten months as the proposed commercial and residential project has evolved. The Planning Commission approved the Concept Plan for Wildhorse on February 18, 2025. At this meeting, the Planning Commission should review the proposed rezoning and draft Master Development Agreement (MDA), with attachments (some of these are placeholders and will need to be updated).

A couple of items that staff requests specific input and direction on include, but are not limited to:

- The location and configuration of the Villas and the location of the stormwater detention basin (see Exhibits D and F) and its impact on Lot 8 in particular.
- Phasing schedule (see Exhibit H) and timing of the commercial development.

Staff requests the Planning Commission review the attached MDA, and associated exhibits (including the proposed rezone map, Exhibit L), and consider providing a recommendation to the Town Council.

DRAFT

DEVELOPMENT AGREEMENT
FOR
WILDHORSE MASTER PLANNED DEVELOPMENT
REFERENCED AS PARCEL NO. 00-0020-8164 IN THE TOWN OF HIDEOUT, WASATCH COUNTY, UTAH

This Development Agreement (this "Agreement") is entered into as of this _____ day of _____, 2025, by and between Grand Summit Pointe, LLC, a Delaware limited liability company ("Developer"), as the owner and developer of certain real property located in Hideout, Wasatch County, Utah, on which Developer proposes the development of a project known as the Wildhorse PC, and the Town of Hideout, a Town and political subdivision of the State of Utah ("Hideout"), by and through its Town Council. Hideout and Developer are hereinafter collectively referred to as "Parties."

R E C I T A L S

A. Developer is the owner of a single parcel of certain real property located at _____, Hideout, Wasatch County, Utah, consisting of approximately 15.19 acres, and identified as Assessor's Parcel Number(s) 00-0020-8164 with a legal description which is attached hereto as Exhibit A, incorporated herein by this reference, and which real property is depicted on the concept plan attached hereto as Exhibit B and incorporated herein by reference (the "Property").

B. Hideout, acting pursuant to (1) its authority under Utah Code Annotated 10-9a-102(2) and 10-9a-532, and (2) the Hideout Municipal Code (the "HMC"), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has made certain determinations with respect to the proposed development of the Property and in exercise of its legislative discretion has elected to enter into this Agreement.

C. Hideout allows for Development Agreements under HMC Section 11.08.04 and the parties agree that this Agreement satisfies those requirements. Additionally, Utah State Code 10-9a-532 regulates Development Agreements and the parties agree that this Agreement satisfies the requirements of that section.

D. The Property is located in the Mountain Residential Zone ("M Zone") and the Developer is seeking a rezone of a portion of the property to Neighborhood Mixed Use ("NMU") Zone.

E. The Developer and Hideout acknowledge that the development and improvement of the Property pursuant to this Agreement will provide certainty and be useful to the Developer and to Hideout in ongoing and future dealings and relations among the Parties.

F. Developer and Hideout desire to enter voluntarily into this Agreement which sets forth the process and standards whereby Developer may develop the Project.

DRAFT

G. Hideout has determined that the proposed development contains features which advance the policies goals and objectives of the Hideout General Plan, preserve and maintain the open and sustainable atmosphere desired by the citizens of Hideout, and will result in planning and economic benefits to Hideout and its citizens.

H. The additional density requested as part of the development will cause impacts to the Town of Hideout.

I. Developer has previously received approval of its "Master Concept Plan" as shown by Exhibit B. This Master Concept Plan gives guidance to the Applicant to assist in meeting the requirements and constraints for Subdivision development within the Town of Hideout. It does not vest any particular layout or density if the site does not support it, except as otherwise provided by this Agreement or Utah law.

J. Following a lawfully advertised public hearing, and a recommendation from the Planning Commission, Hideout, acting pursuant to its authority under Utah Code Ann., Section 10-9a-101, *et seq*., and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Agreement.

K. Developer shall have the vested right to develop a maximum of seven single-family lots and five single-family dwelling units less than 3,000 SF (the "Villas") on the Property in the layout conceptually illustrated in Exhibits B and C plus approximately 15,000 (no less than 12,000 square feet and no more than 16,000 square feet) square feet of free-standing commercial development (the "Project"). The maximum density is based on the ability to comply with applicable standards, ordinances and regulations. No additional density will be permitted in the Project unless it is granted under an amendment to this Agreement. All such development shall comply with the HMC unless expressly stated otherwise herein. Final approval for the layout shall be submitted for Preliminary and Final Subdivision review pursuant to the process governed by the HMC.

L. Hideout has determined that, subject to the terms and conditions of this Agreement, the Project is compliant with all applicable provisions of the HMC as clarified or modified by this Agreement. Hideout has also found that the Project is consistent with the purpose and intent of all relevant provisions of the HMC and Utah Code.

M. This Agreement shall only be valid upon approval of such by the Hideout Council (the "Town Council"), pursuant to Resolution R-Click or tap here to enter text., a copy of which is attached as Exhibit E;

N. The Developer acknowledge that the terms of this Agreement shall be enforceable and the rights of the Developer relative to the Property shall vest only if the Town Council, in its sole legislative discretion, approves a zone change for a portion of the Property currently zoned as Mountain (M) residential to a zone designated as Neighborhood Mixed Use (NMU).

O. Under Ordinance 2025-O- XX, as more fully described in and subject to the Findings of Fact, Conclusions of Law and Conditions of Approval within the Ordinance recommended by the Planning Commission on _____ and adopted by the Town Council, a copy

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of which is attached hereto as Exhibit F and incorporated herein by this reference (collectively referred to herein as the "**Rezone Ordinance**").

NOW, THEREFORE, in consideration of the mutual covenants, conditions and considerations as more fully set forth below, Developer and Hideout hereby agree as follows:

1. Project Conditions:

1.1. Incorporation of Recitals. The foregoing Recitals are, by this reference, incorporated into the body of this Agreement as if the same had been set forth in the body of this Agreement in their entirety.

1.2. Approval Documents. The (i) Findings of Fact, Conclusions of Law and Conditions of Approval dated _____ _____, 20__, attached hereto as Exhibit G, and (ii) Master Concept Plan Approval dated ___/___/20__, attached hereto as Exhibit B, together with related documents attached hereto, are hereby incorporated herein by reference (the "**Approval Documents**") and shall govern the development of the Project, subject to the provisions of this Agreement, including the rights to construct the following:

Property Type	**Unit Count (S.F./Units)**	**ERU Count**
Neighborhood Commercial (limited to the following uses: restaurant, bar, grocer, or market)	+/-14,000 / 1 (minimum 12,000 SF and maximum 16,000 SF	6 ERUs (.75 ERU per 2,000 SF)6 ERUs
Single-family dwelling units not to exceed 3,000 SF (Villas)	3,000 SF ea. / 5	5 ERUs
Single-Family Lots	7 lots	7 ERUs
Total ERUs		12 Residential ERUs 6 Commercial ERUs

The density outlined above is a maximum density and not an entitled density allowance unless the site can support that density. The Town's development standards, including those contained in the HMC, and the Engineering Standard Specifications and Drawing Manual must be met. These requirements address the health, safety, and welfare standards required by the Town and adherence to these standards may cause a lower density if the site cannot meet those standards with the allotted density. The project meets the requirements of Cluster Development pursuant to HMC Chapter 12.06 which allows for reduced lot sizes of less than 1 acre) for single family lots in the Mountain (M) residential zone (see Exhibit ___) and which strictly defines lot sizes, maximum building envelopes with areas of non-disturbed land/vegetation defined.

Development Applications for an Administrative Conditional Use Permit (as necessary) and a Hideout Building Department building permit are required prior to the commencement of any construction in connection with the Project and shall be processed and granted as set forth in this Agreement and the HMC, as amended from time to time.

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1.3. Governing Standards. The Concept Plan, the Approval Documents, and this Agreement establish the conceptual layout and design for the Project, and include the generally anticipated uses, anticipated density, intensity and general configuration for the Project all of which are subject to final subdivision submittal and review where Town Code provisions may alter the Concept Plan or reduce the density. Applications for approval for the Project shall be subject to the requirements of the HMC, except as otherwise expressly provided in this Agreement. The Project shall be developed by the Developer in accordance with the Concept Plan, the Approval Documents, and this Agreement. All Developer submittals must comply generally with the Concept Plan, the Approval Documents, and this Agreement. Non-material variations to the Concept Plan, as defined and approved by the Town Planner, such as exact building locations, exact locations of open space, residential access driveways, signage, and parking may be varied by the Developer without official Town Council or Planning Commission approval. Such variations however shall in no way increase the maximum density, use, and intensity of the development of the Project. Any change that increases the maximum density, use, and intensity of development is not precluded, however, it shall require prior approval of the Planning Commission and the Town Council.

1.3.1 Exceptions to the HMC. Hideout acknowledges that as part of this development agreement it is granting certain exceptions to the HMC, including:

A. Construction of seven single-family residential units (Lots 1 through 7), five smaller single-family villas (Lots 8 through 12) and a commercial building as well as a related residential access roadway (see Exhibit ___) on portions of slopes up to 36% slope (exceeding the HMC allowance of 30%)
B. Reduced Minimum Setbacks for the single-family lots (all garages will be accessed from the side yard):
    - Front yard: 15'-0" (Code requires 50'-0")
    - Rear yard: 20'-0" (Code requires 30'-0")
    - Side yards (each): 15'-0" (Code requires 25'-0")
C. Reduced Minimum Setbacks for the residential villa properties in the Mountain (M) zone:
    - Front yard: 20'-0" (Code requires 50'-0")
    - Rear yard: 20'-0" (Code requires 30'-0")
    - Side yards (each): 10'-0" (Code requires 25'-0")
D. Retaining walls of up to a maximum of twelve (12) feet in height in the residential areas of the proposed development (see Exhibit ___): (Code allows up to 10'-0")
E. Retaining walls of up to a maximum of twenty-three (23) feet in height in the area of the access road, particularly Wildhorse Way (see Exhibit ___): (Code allows up to 10'-0")
F. Retaining walls of up to twenty (20) feet in height in the commercial areas (NMU zoned) of the proposed development (see Exhibit ___): (Code allows up to 10'-0")
G. Short-term rentals shall be permitted for the Villas

The above list is the complete list of exceptions. No other exceptions from the HMC are permitted without an amendment to this Agreement. This list controls over depictions in an Exhibit.

1.4. Utilities. Developer shall be responsible, at Developer's sole cost and expense, to

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obtain and/or install all connections and other utility infrastructure necessary for the Project. Nothing in this Section or any other provision of this Agreement shall be interpreted as prohibiting Developer from establishing a Public Infrastructure District ("PID") in accordance with applicable Utah Code and Town of Hideout ordinances and policies if and when such PID is approved by the Town Council.

1.5. Master Concept Plan. The Master Concept Plan (Exhibit B) is hereby incorporated by reference.

1.6. Architectural Guidelines. All development in the Project will be consistent with the Architectural Guidelines included as Exhibit J, as permitted by Utah State Code Section 10-9a-534(3)(d), and incorporated herein by reference.

1.7. Subdivision Requirements. All requirements for Preliminary and Final Subdivision must be submitted in accordance with the Town Code. The construction mitigation plan shall identify any areas to be used as construction staging areas. Any disturbance in the Town-permitted construction staging areas, except as otherwise contemplated by the Concept Plan or final approval, shall be fully restored to existing conditions once use of the construction staging area is complete. The areas designated as "open space" shall not be disturbed in any way, including no allowance for construction staging. No fill is allowed anywhere on site unless needed to support structures or roads. Excess fill must be removed from the site in accordance with best practices.

1.8. Preservation of Native Vegetation and Slopes. The major portions of the Project shall remain undisturbed, meaning there will be no change to the contours of the land, nor will any native vegetation be removed or disturbed in the areas designated as open space on the Concept Plan. All construction and grading shall be subject to review by the Town Engineer and Town Planner for massing, screening, slope stabilization, erosion mitigation, and vegetation protection as may be required and revisions to the layout may be required. No single residential lot shall have more than 66% of the lot area disturbed in any manner. This will be strictly enforced at time of individual building permit application and will be included as a note on the subdivision plat.

1.9. Limits of Disturbance. Building envelopes depicting the limitations of disturbance of land shall be defined at time of subdivision approval for each phase, leaving undisturbed land between building envelopes. No disturbance to natural vegetation shall extend beyond any Limits of Disturbance (LOD) fence line.

1.10. Additional Specific Developer Obligations. As an integral part of the consideration for this agreement, the Developer voluntarily agrees as follows:

1.10.1. Developer's Mitigation-of-Impact Contribution. In addition to the many other public contributions identified within this Agreement, and for the purpose of mitigating any impacts of the Project on Hideout, Developer shall construct trails on the site and trails and/or sidewalks that connect to nearby residential development, as contemplated in the Concept Plan.

1.10.2. The developer agrees to construct the commercial building as outlined in Exhibit

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____ and in accordance with the Phasing Schedule included in Exhibit ___.

1.11. Timeliness. Development applications shall be approved by the Hideout Municipal Code in accordance with Utah Code.

1.12. Town's Denial of a Development Application. If Hideout denies any Development Application, Hideout shall provide a written determination advising the Applicant of the reasons for denial, including the specific reasons why Hideout believes that the Development application is not consistent with this Agreement, applicable law, the HMC, or Hideout's vested rights laws.

1.13. Meet and Confer Regarding Development Application Denials. Hideout and Applicant shall meet within fifteen (15) business days of any denial to resolve the issues specified in the denial of a Development Application.

1.14. Denials Based on Denials from Non-Town Agencies. If Hideout's denial of a Development Application is based on the denial of the Development Application by a non-Hideout agency, Developer shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified below.

1.15. Mediation of Development Application Denials.

1.15.1. Issues Subject to Mediation. Issues resulting from Hideout's denial of a Development Application shall be mediated by a third-party mediator in accordance with this Section.

1.15.2. Mediation Process. If Hideout and Applicant are unable to resolve a disagreement subject to mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator, free of conflicts, with subject matter knowledge of the issue in dispute. If the parties are unable to agree on a single acceptable mediator, they shall each, within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. All such mediators shall be free of conflicts. Applicant shall pay the fees of the chosen mediator. The chosen mediator shall within fifteen (15) business days, review the positions of the parties regarding the mediation issue and thereafter promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator(s) shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the Parties.

1.15.3. No Monetary Damages. If there is any litigation related to denials of applications or interpretation of this Agreement, no monetary damages shall be claimed against the Hideout, its staff or elected officials. All claims shall be limited to specific performance.

1.16. Compliance with Other Laws. Developer shall be responsible for compliance with all local, state, and federal regulations including but not limited to those regarding the soils

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and environmental conditions on the Property. Furthermore, Developer shall be responsible for receiving any required Army Corp of Engineer Permits related to any riparian zone if it is required by applicable federal law.

2. Approval and Reserved Legislative Powers.

2.1. Development Approval. Subject to the provisions of this Agreement, Developer is hereby granted the right to develop and construct the Project in accordance with the general uses, densities, massing, intensities, and general configuration of development approved in this Agreement, in accordance with, and subject to, the terms and conditions of the Approval Documents, and subject to compliance with the other applicable ordinances and regulations of Hideout. Hideout shall have the right to inspect all work during normal business hours and developer shall facilitate and fully cooperate with all such inspections, including but not limited to providing documents containing drawings, plans, surveys, specifications and the results of all 3rd party inspections/evaluations.

2.2. Roads. Roads in the Project shall be constructed to Town standards. It is anticipated at this time that all shall be public. The maintenance of these roads and any utilities located under or adjacent to them shall be the responsibility of the homeowner or the HOA until such time the roads are dedicated to the Town of Hideout. All roads will be dedicated to the Town subject to compliance with all engineering standards and shall be approved by the Town Engineer.

2.3. Reserved Legislative Powers. Developer acknowledges that Hideout is restricted in its authority to limit its police power by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to Hideout all of its police power that cannot be so limited. Notwithstanding the power of Hideout to enact legislation under the police powers vested in Hideout, such exercise of power through legislation shall only be applied to modify land use and zoning regulations which are applicable to the Project in conflict with the terms of this Agreement based upon policies, facts, and circumstances meeting the important, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the Project and terms and conditions of this Agreement under the above specific limitations and applicable to the Project shall be of general application to all development activity in Hideout; and, unless Hideout declares an emergency, Developer shall be entitled to the required notice and opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine. Nothing in this section shall limit the future legislative amendment of more specific ordinances or codes for which the Developer does not yet have a vested right, and except as otherwise provided in this agreement, no such rights will vest until such time as a completed application is approved by Hideout in conformance with the then applicable code(s), including but not limited to building and energy, lighting, sign, and subdivision codes.

2.4. No Undisclosed Rights. Developer acknowledges that this Agreement does not restrict any rights that Developer holds under clearly established state law. This Agreement is expressly authorized by Utah Code Section 10-9a-532. The Parties have had the opportunity to obtain legal counsel and have them review this Agreement. Due to Developer incentives and requirements consistent with Utah Code Section 10-9a-535 (1 and 3) including the Town's

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approval of Ordinance _____, the Parties acknowledge that this Agreement may remove, replace, or modify certain rights and responsibilities under the Utah Municipal Land Use, Development, and Management Act (the "**Act**"), the Hideout Land Management Code and applicable common law. Notwithstanding any legal rights afforded to the Parties under the Act, the terms of this Agreement shall govern. Developer expressly agrees that the Town of Hideout has met any obligation it may owe under Utah Code Section 10-9a-532(2)(c).

2.5. Application Under Town's Future Laws. Without waiving any density rights granted by this Agreement, when the Developer submits a Development Application for some or all of the Project such application shall be reviewed under the Town's Future Laws in effect at the time of the Development Application.

3. General Terms and Conditions.

3.1. Term of Agreement.

3.1.1. Unless earlier terminated as provided for herein, the term of this Agreement shall expire on December 31, 2029 (see Exhibit _____). If Developer has not been declared to be currently in Default as of December 31, 2029 (and if any such Default is not being cured) then this Agreement shall be automatically extended until January 31, 2031.

3.1.2. This Agreement shall also terminate automatically at Project Buildout which shall be defined as the date on which a final inspection is completed for the last Project improvement, residential home or other structure to be constructed pursuant to the Approvals, Subsequent Approvals and this Agreement.

3.1.3. Failure of Developer to obtain a permit from the building department and commence work on the Project in connection with said permit within thirty-six (36) months after the date of recordation of this Agreement shall constitute a default as contemplated by this paragraph. Notwithstanding the foregoing, however, the maintenance obligations of the Association shall survive termination of this Agreement and continue in perpetuity.

3.2. Binding Effect; Agreement to Run with the Land. This Agreement shall be recorded against the Property and shall be deemed to run with the land, provided it remains effective, and shall be binding on all successors and assigns of Developer in the ownership or development of any portion of the Property.

3.3. Vested Rights Granted by Approval of this Agreement. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this Agreement grants to Developer all rights to develop the Project as described in this Agreement, the Town's Laws, the zoning of the Property, and the Final Plan except as specifically provided herein. The Parties specifically intend that this Agreement grant to Developer the "vested rights" identified herein as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2018).

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3.4. **Water**. At the time Developer submits an application for a subdivision plat for any phase of the development, the Developer shall provide satisfactory evidence confirming that it has sufficient dedicated or reserved water with Jordanelle Special Service District ("JSSD") to service the existing and proposed development phase as reflected on the plat to be recorded. As a condition of approval of the plat, Developer shall, at the time of the recordation of the plat, provide a will-serve letter from JSSD and execute all necessary documents to transfer any water reservation agreement to the Town.

3.5. **Public Infrastructure**. Developer, at Developer's cost and expense, shall have the right and the obligation to construct or cause to be constructed and install all Public Infrastructure reasonably and lawfully required as a condition of approval of a Development Application pursuant to the Town's Laws. Snow removal shall be the responsibility of the private landowners and/or HOA. Road construction must meet all applicable standards and requirements and must be approved by the Town's Engineer, or his designee. Developer shall provide proof of adequacy of utilities for each phase of the Project prior to the recording of a plat for that phase. Consistent with Section 1.4 of this Agreement, it is anticipated that Developer shall apply for a PID to facilitate the construction of the infrastructure contemplated by this section. Such PID is not approved as part of this Agreement and must go through the process required for PIDs.

3.6. **Assignment**. The rights and responsibilities of Developer under this Agreement may be assigned in whole or in part by Developer with the consent of Hideout as provided herein.

a. Notice. Developer shall give Notice to Hideout of any proposed assignment and provide such information regarding the proposed assignee that Hideout may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing Hideout with all necessary contact information for the proposed assignee.

b. Partial Assignment. If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such approved partial assignment, Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

c. Grounds for Denying Assignment. Hideout may withhold its consent if Hideout is not reasonably satisfied of the assignee's reasonable financial ability to perform the obligations of Developer proposed to be assigned.

d. Assignee Bound by this Agreement. Any assignee shall consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment.

3.7. **No Joint Venture, Partnership or Third-Party Rights**. This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the parties hereto. Nor does it create any rights or benefits to third parties. The Parties acknowledge that this

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Agreement refers to a private development and that Hideout has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property unless Hideout has accepted the dedication of such improvements

3.8. Integration. This Agreement and the Approval Documents collectively contain the entire agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

3.9. Severability. If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid, or unenforceable. If any condition, covenant, or other provision of this Agreement shall be deemed invalid due its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

3.10. Minor Administrative Modification. Minor administrative modifications to the Concept Plan shall be allowed by the Town's Planner or his/her designee. Any substantive modifications to the concept plan such as changes in access, including but not limited to number of structures, building locations, building size, setback, or density shall be reviewed and recommended for action by the Planning Commission with final approval of the Town Council for consistency with the Master Concept Plan included in Exhibit B.

3.11. Further Documentation. This Agreement is entered into by the Parties with the recognition and anticipation that subsequent agreements, plans, profiles, engineering and other documentation implementing and carrying out the provisions of this Agreement are necessary as required or set forth in this Agreement and the HMC. Compliance with the Town's Engineering Standards and Specifications is required and no exceptions are permitted without an amendment to this document. The Concept Plan does not vest the Developer except as specifically stated in this Agreement.

3.12. No Waiver. Failure to enforce any rights under this Agreement or applicable laws shall not be deemed to constitute a waiver of such right.

3.13. Default.

3.13.1. Notice. If Developer or the Town fails to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a Default has occurred shall provide Notice in writing to the other party. If the Town believes that the Default has been committed by a sub-developer, then the Town shall also provide a courtesy copy of the Notice to Developer.

3.13.2. Contents of the Notice of Default. The Notice of Default shall:

3.13.2.1. Specific Claim. Specify the claimed event of Default;

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3.13.2.2. Applicable Provisions. Identify with particularity the provisions of any applicable law, rule, regulation, or provision of this Agreement (including exhibits) under which the claimed Default has occurred;

3.13.2.3. Materiality. Identify why the Default is claimed to be material; and

3.13.2.4. Cure. If applicable, the Party shall propose a method and time for curing the Default which shall be of no less than sixty (60) days' duration.

3.13.3. Meet and Confer; Mediation. Upon the issuance of a Notice of Default the parties shall engage in the "Meet and Confer" and "Mediation" processes specified in Section 1.16.

3.13.4. Remedies. If the parties are not able to resolve the Default by "Meet and Confer" or by Mediation, then the parties may have the following remedies:

3.13.4.1. Law and Equity. All rights and remedies available at law and in equity, including injunctive relief, specific performance, and termination, but not including damages or attorney's fees.

3.13.4.2. Security. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

3.13.4.3. Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits, and/or other permits for development of the Project in the case of a default by the Developer, or, in the case of a default by a sub-developer, development of those Parcels owned by the sub-developer until the Default has been cured.

3.13.4.4. The rights and remedies set forth herein shall be cumulative.

3.14. Applicable Law. This Agreement is entered into in Wasatch County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

3.15. Venue. Any action to enforce this Agreement shall be brought only in the Third District Court for the State of Utah, Salt Lake City.

3.16. Non Liability of City Officials and Employees. No officer, representative, consultant, contractor, attorney, agent or employee of Hideout shall be personally liable to the Developer, or any successor in interest or assignee of the Developer, for any default or breach by Hideout, or for any amount which may become due to the Developer, or its successors or assignees, or for any obligation arising under the terms of this Agreement.

3.17. Agreement. This Agreement, and all Exhibits thereto, is the entire agreement

between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

3.18. Mutual Drafting. Each Party has participated in negotiating and drafting this Agreement therefore no provision of this Agreement shall be construed for or against any Party based on which Party drafted any particular portion of this Agreement.

3.19. Authority. The Parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of Hideout, the signature of the Mayor of Hideout is affixed to this Agreement lawfully binding Hideout pursuant to Resolution No. _____ (Exhibit E) adopted by Hideout on _____, 20__

3.20. Indemnification.

3.20.1. Agreement. Indemnify, defend and hold harmless Hideout against all claims, costs, damages, attorney's fees, planning fees, expenses, liabilities or other losses incurred by, or asserted against, or levied against Hideout which are related to, or arise from the entry into this Agreement.

3.20.2. Third-Party Impact Fee Claims. Indemnify, defend and hold harmless Hideout against all claims, costs, damages, attorney's fees, expenses, liabilities or other losses incurred by, or asserted against or levied against Hideout which are related to, or arise from claims by any third-party that the Project is subject to impact fees currently imposed by Hideout.

3.21. Notices. All notices required or permitted under this Agreement shall, in addition to any other means of transmission, be given in writing and delivered to the Mayor with a copy to the Town Attorney. In addition, a copy must be provided by certified mail and regular mail to the following address:

To Developer:
Hoggan Lee Hutchinson
Attn: Justin Keys
1225 Deer Valley Drive Suite 201
Park City, Utah 84060

To the Town:
The Town of Hideout
Attn: Town Clerk
10860 North Hideout Trail
Hideout, Utah 84036

4. Phasing; Access.

4.1. Project Phasing. The Project shall be constructed in phases in accordance with the Phasing Schedule (see Exhibit H) and in accordance with the HMC. Developer may proceed by constructing the Project all at one time or by phase within this approved project Phasing Plan. Any major modifications or elaborations to the approved Phasing Plan must be approved by the Town Council prior to the commencement of construction of the applicable phase. If such proposed major modifications or elaborations are substantial as determined by the Town's Building Department designee or the Town Planner, such modifications or elaborations will come before the Town Council for approval.

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4.2. Construction of Access. Developer may commence grading access to the Project as approved by the Town Engineer according to Townstandards, and pursuant to permit requirements of the HMC, the International Building Code (or if such Code is no longer then in effect, according to the code that is, in fact, then in effect), the Uniform Fire Code, and the Army Corps of Engineers. Developer shall be responsible for maintenance of any such accesses until they are completed according to Town standards and accepted by the Town.

4.3. Forms of Ownership Anticipated for Project. The Project will consist of several commercial buildings and related improvements, along with residential units consisting of single-family residences and nightly rental cabin or villa units. Those villa or cabin units shall comply with HMC provisions regulating nightly rentals, including in obtaining business licenses and paying transient room tax as applicable. Such nightly rentals shall be regulated through the homeowner's association and shall be governed by appropriate restrictive covenants recorded against the same.

5. List of Exhibits. THESE EXHIBIT LETTERS NEED UPDATED IN BODY

Exhibit A: Legal Description
Exhibit B: Deed Restriction on Property Adjacent to SR248
Exhibit C: Letter of Agreement with KLAIM – Retaining Wall and EMS Access Over HOA Property
Exhibit D: Master Concept Plan
Exhibit E: Slope Map with Maximum Building Envelopes on Slope Map & Areas to Remain Undisturbed
Exhibit F: Conceptual Drainage and Utility Plan
Exhibit G: Conceptual Commercial Site Plan and Conceptual Rendering
Exhibit H: Phasing Schedule
Exhibit I: Copy of Planning Commission Recommendation for Concept Plan and Rezoning
Exhibit J: Copy of Town Council Resolution including the Findings of Fact, Conclusions of Law, and Conditions of Approval
Exhibit K: Design and Architecture Guidelines
Exhibit L: Rezone Plan for Site

IN WITNESS WHEREOF, this Agreement has been executed by the Developer by persons duly authorized to execute the same and by the Town of Hideout, acting by and through its Town Council as of the ___ day of _____, 2025.

TOWN OF HIDEOUT

By: _____
Ralph Severini, Mayor

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ATTEST:

By: _____
Alicia Fairbourne, Town Recorder

APPROVED AS TO FORM:

_____
Polly McLean, Town Attorney

DEVELOPER:
XXXX

a Utah limited liability company

By:_____

Name: _____

Title: _____

STATE OF UTAH)
: ss
COUNTY OF _____)

On this ____ day of _____, 2025, personally appeared before me _____, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that s/he is a member/manager of XXXX, LLC, a Utah limited liability company_____

Notary Public

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EXHIBIT "A"

LEGAL DESCRIPTION

INCLUDE THE ALTA SURVEY

Parcel 1:
Beginning at a point South 89'33'19" West along the section line 1778.805 feet from the Northeast corner of Section 17,Township 2 South Range 5 East, Salt Lake Base and Meridian; and running thence South 0'03'56" East 877.49 feel; thence South 89'28'38" West 1112.25 feet; thence North 0"05'38" East 879.02 feet to the Section line, thence North 89" 33'19" East along said Section line 1109.80 feet to the point of beginning.
Subject to an access road described as follows:

Commencing at the Northeast corner of Section 17, Township 2 South, Range 5 East, Salt Lake Base and Meridian; thence along the North line of said Section 17, South 89"33'19" West a distance of 1778.805 feet, thence South 00'03'55" East a distance of 877 .49 feet; thence South 89'28'38" West a distance of 406.30 feet to the point of beginning; thence South 89"29'38" West a distance of 38.05 feet; thence North 38'29'21" West a distance of 489.78 feet; thence North 70" 51'31" East a distance of 31 .80 feet; thence South 38'29'21" East a distance of 502.66 feet to the point of true point of beginning.

Excepting therefrom the following.

Exception Parcel 1:
Those portions of the above-described property conveyed to the United States of America by Warranty Deed recorded December 8, '1987 as Entry No. 144365, in Book 196, at Page 262 of the official records, more particularly described as follows:

Beginning at the Southwest corner of said entire tract, which point is approximately 432.20 feet North 0"31'23" East (highway bearing) and 224.05 feet North 89'28'37" West (highway bearing) from the Southwest corner of said Lot 2; thence North 89'28'38" East (which equals highway bearing North 89"28'07" East) 492.51feet, more or less, along the South boundary line of said entire tract to a point 150.0 feet perpendicularly distant Northeasterly from the center line of said project; thence North 52"00'00" West 620.60 feet, more or less, to the West boundary line of said entire tract thence South 0"05'38" West (South 0"30'42'West highway bearing) 386.66 feet, more or less, along said West line to the point of beginning.

Exception Parcel 2:
Those portions of the above-described property conveyed to William B. Woolf by Warranty Deed recorded June 9, 1999 as Entry No.214947 in Book 427 al Page 134 of the official records, more particularly described as follows:

Beginning at a point that is South 89"33'19" West 2496.785 feet along the Section line from the Northeast corner of Section 17, Township 2 South, Range 5 East, Salt Lake Base and Meridian; thence South 12"48'31" East 292.39feel: thence South 24'02'26" East 142.37 feet; thence South

DRAFT

33"47'10" West 38.'17 feet; thence South 70'51'32" West 143.50 feet; thence South 89"33'19" West 358.65 feet; thence North 00"05'38" East 493.66 feet; thence North 89"33'19" East 391.81 feet to the point of beginning.

(Tax Serial No. 0Hl-0017 and Parcel No. 00-0020-8164)

DRAFT

ALTA/NSPS LAND TITLE SURVEY

PARCEL NUMBER 20-8164, LOCATED IN THE NORTHEAST QUARTER (NE $\frac{1}{4}$),TOWNSHIP 2 SOUTH, RANGE 5 EAST SALT LAKE BASE AND MERIDIAN, HIDEOUT, WASATCH COUNTY, UTAH

SURVEYOR'S CERTIFICATE:

I, TYLER E. JENKINS, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD LICENSE NUMBER 4938730 IN ACCORDANCE WITH THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT, TITLE 58, CHAPTER 22, OF UTAH CODE; I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH TITLE 17, CHAPTER 23, SECTION 17, OF UTAH CODE; AND THAT THE BOUNDARY CORNERS AND REFERENCE MONUMENTS SHOWN ON THIS PLAT ARE LOCATED AS INDICATED.

SURVEY NARRATIVE:

THE PURPOSE OF THIS SURVEY IS TO CORRECTLY IDENTIFY THE BOUNDARY LINES AND CORNERS OF THE PROPERTY DESCRIBED IN THE PROVIDED TITLE COMMITMENT, TO AID IN THE FUTURE DEVELOPMENT OF SAID PROPERTY.

THE FIELD DATA FOR THIS SURVEY WAS COLLECTED WITH A COMBINATION OF GPS (VRS) AND ROBOTIC TOTAL STATION METHODS. THE HORIZONTAL AND VERTICAL CONTROL WAS ESTABLISHED FROM THE UTAH REFERENCE NETWORK (TURN) GPS WHICH PROVIDED DIFFERENTIALLY CORRECTED POSITIONS IN NORTH AMERICAN DATUM 1983 (NAD83) AND NORTH AMERICAN VERTICAL DATUM 1988 (NAVD88). THE RAW DATA FOR THIS SURVEY IS THE UTAH STATE PLANE COORDINATE SYSTEM NAD83(2011) CENTRAL ZONE-4302 US FOOT, AS DETERMINED BY GPS OBSERVATIONS FROM (TURN) GPS.

THE BOUNDARY DESCRIPTION REPRESENTS THE EVIDENCE OF EXISTING RIGHT OF WAYS, OCCUPATION AND RECORDED SUBDIVISIONS WHICH THEN TIES TO EXISTING PLSS MONUMENTATION AND FOUND SURVEY BOUNDARY MONUMENTATION.

TO: OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COALITION TITLE AGENCY AND GRAND SUMMIT POINTE LLC

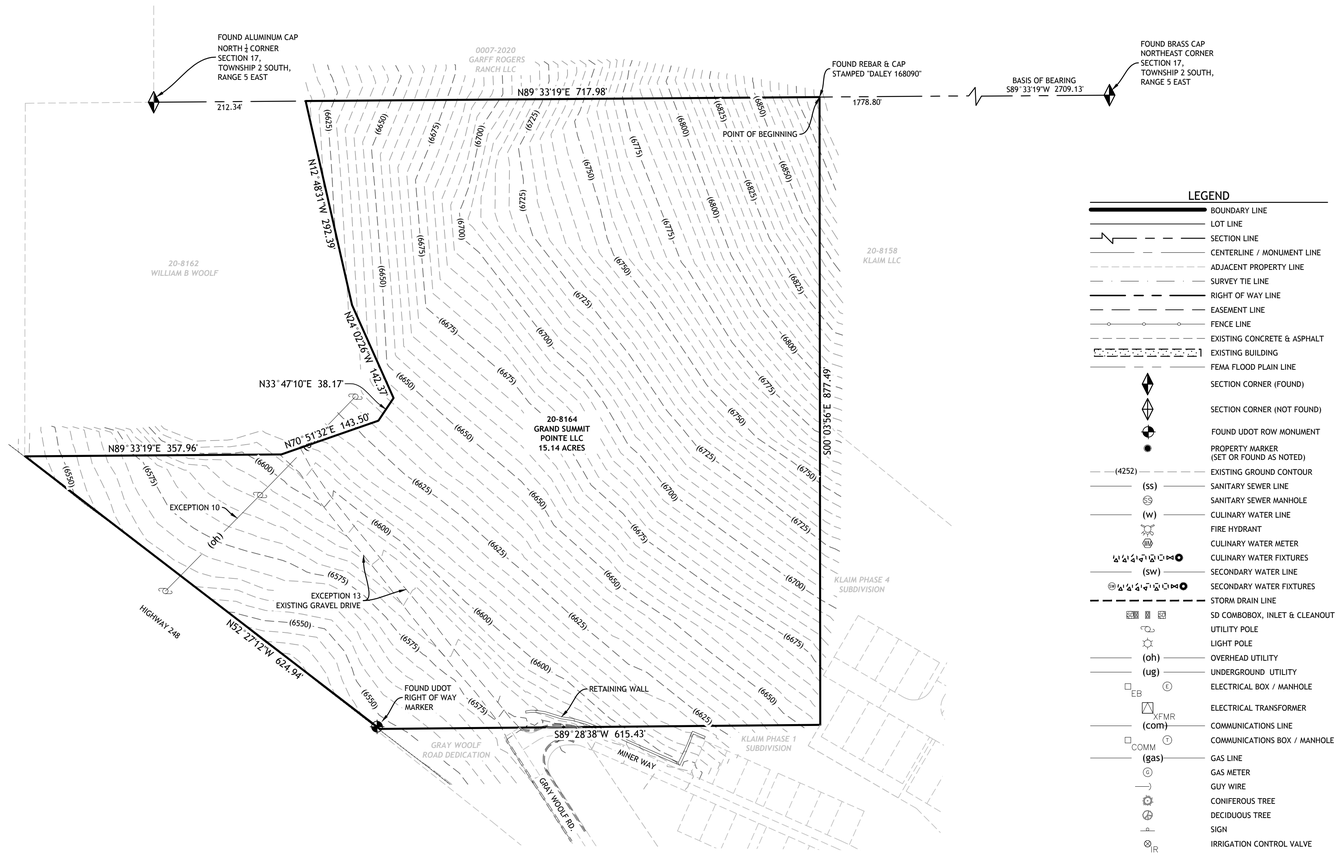
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 5 AND 13 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON OCTOBER 12, 2023.

DATE OF MAP: OCTOBER 12, 2023.

GENERAL NOTES:

1. THIS SURVEY IS BASED UPON A COMMITMENT FOR TITLE INSURANCE ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY AND COALITION TITLE AGENCY.
2. THIS SURVEY ADDRESSES SURVEY RELATED SCHEDULE B EXCEPTIONS TO COVERAGE, SEE THIS SHEET FOR EXCEPTION NOTES.
3. DOCUMENTS PROVIDED (P) AND RESEARCHED (R) IN THE PERFORMANCE OF THIS SURVEY ARE AS FOLLOWS:
   P1) TITLE REPORT COMMITMENT 2, COTTONWOOD TITLE INSURANCE AGENCY, INC. AND STEWART TITLE GUARANTY COMPANY, DATED JULY 19, 2023 - FILE NO.: 30434.
   R1) FEMA MAP NUMBER 49051C0025E - EFFECTIVE DATE, MARCH 15, 2012
   R2) KLAIM SUBDIVISION MAPS PHASES 1, 2, 3 AND 4.
   R3) WOOLF ROAD DEDICATION PLAT.
4. SUBJECT PARCEL IS LOCATED IN "ZONE X" OF SAID FEMA FLOOD MAP.
5. UTILITIES AS SHOWN HEREON WERE LOCATED BASED UPON VISIBLE IMPROVEMENTS AT THE TIME OF THE SURVEY. ADDITIONAL UTILITIES MAY EXIST.
6. THE HEREIN DESCRIBED LAND IS LOCATED WITHIN THE BOUNDARIES OF WASATCH COUNTY WATER DISTRICT NO. 1, JORDANELLE SPECIAL SERVICE DISTRICT, WASATCH COUNTY FIRE PROTECTION SPECIAL SERVICE DISTRICT, WASATCH COUNTY RECREATION DISTRICT, WASATCH COUNTY LEVY, WASATCH COUNTY SCHOOL DISTRICT, WASATCH COUNTY GENERAL HEALTH, WASATCH COUNTY FIRE PROTECTION DISTRICT, WASATCH COUNTY LIBRARY AND CENTRAL UTAH WATER DISTRICT.
7. ALL DIMENSIONS ALONG THE BOUNDARY ARE GAPS AND OVERLAPS BETWEEN THE BOUNDARY LINE AND EXISTING FENCE LINES.
8. NO PROPERTY CORNERS WERE SET IN RELATION TO THIS SURVEY. IT IS ANTICIPATED THAT PROPERTY CORNERS WILL BE SET WITH FUTURE DEVELOPMENT PLATTING.

BASIS OF BEARING:
SOUTH 89° 33'19"W BETWEEN A FOUND MONUMENT AT THENORTHEAST CORNER AND A FOUND MONUMENT AT THE NORTH $\frac{1}{4}$ CORNER OF SECTION 17, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN



LEGEND

- BOUNDARY LINE
- LOT LINE
- SECTION LINE
- CENTERLINE / MONUMENT LINE
- ADJACENT PROPERTY LINE
- SURVEY TIE LINE
- RIGHT OF WAY LINE
- EASEMENT LINE
- FENCE LINE
- EXISTING CONCRETE & ASPHALT
- EXISTING BUILDING
- FEMA FLOOD PLAIN LINE
- SECTION CORNER (FOUND)
- SECTION CORNER (NOT FOUND)
- FOUND UDOT ROW MONUMENT
- PROPERTY MARKER (SET OR FOUND AS NOTED)
- (4252) EXISTING GROUND CONTOUR
- (ss) SANITARY SEWER LINE
- SANITARY SEWER MANHOLE
- (w) CULINARY WATER LINE
- FIRE HYDRANT
- CULINARY WATER METER
- CULINARY WATER FIXTURES
- (sw) SECONDARY WATER LINE
- SECONDARY WATER FIXTURES
- STORM DRAIN LINE
- SD COMBOBOX, INLET & CLEANOUT
- UTILITY POLE
- LIGHT POLE
- (oh) OVERHEAD UTILITY
- (ug) UNDERGROUND UTILITY
- EB E ELECTRICAL BOX / MANHOLE
- XFMR ELECTRICAL TRANSFORMER
- (com) COMMUNICATIONS LINE
- COMM COMMUNICATIONS BOX / MANHOLE
- (gas) GAS LINE
- GAS METER
- GUY WIRE
- CONIFEROUS TREE
- DECIDUOUS TREE
- SIGN
- IR IRRIGATION CONTROL VALVE

RECORD LEGAL DESCRIPTION:

PARCEL 1:

BEGINNING AT A POINT SOUTH 89°33'19" WEST ALONG THE SECTION LINE 1778.805 FEET FROM THE NORTHEAST CORNER OF SECTION 17, TOWNSHIP 2 SOUTH RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 0°03'56" EAST 877.49 FEET; THENCE SOUTH 89°28'38" WEST 1112.25 FEET; THENCE NORTH 0°05'38" EAST 879.02 FEET TO THE SECTION LINE; THENCE NORTH 89°33'19" EAST ALONG SAID SECTION LINE 1109.80 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AN ACCESS ROAD DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 17, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE NORTH LINE OF SAID SECTION 17, SOUTH 89°33'19" WEST A DISTANCE OF 1778.805 FEET; THENCE SOUTH 00°03'55" EAST A DISTANCE OF 877.49 FEET; THENCE SOUTH 89°28'38" WEST A DISTANCE OF 406.30 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°29'38" WEST A DISTANCE OF 38.05 FEET; THENCE NORTH 38°29'21" WEST A DISTANCE OF 489.78 FEET; THENCE NORTH 70° 51'31" EAST A DISTANCE OF 31.80 FEET; THENCE SOUTH 38°29'21" EAST A DISTANCE OF 502.66 FEET TO THE POINT OF TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING:
EXCEPTION PARCEL 1:

THOSE PORTIONS OF THE ABOVE DESCRIBED PROPERTY CONVEYED TO THE UNITED STATES OF AMERICA BY WARRANTY DEED RECORDED DECEMBER 9, 1987 AS ENTRY NO. 144365, IN BOOK 196, AT PAGE 262 OF THE OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID ENTIRE TRACT, WHICH POINT IS APPROXIMATELY 432.20 FEET NORTH 0°31'23" EAST (HIGHWAY BEARING) AND 224.05 FEET NORTH 89°28'37" WEST (HIGHWAY BEARING) FROM THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 89°28'38" EAST (WHICH EQUALS HIGHWAY BEARING NORTH 89°28'07" EAST) 492.51 FEET, MORE OR LESS, ALONG THE SOUTH BOUNDARY LINE OF SAID ENTIRE TRACT TO A POINT 150.0 FEET PERPENDICULARLY DISTANT NORTHEASTERLY FROM THE CENTER LINE OF SAID PROJECT; THENCE NORTH 52°00'00" WEST 620.60 FEET, MORE OR LESS, TO THE WEST BOUNDARY LINE OF SAID ENTIRE TRACT THENCE SOUTH 0°05'38" WEST (SOUTH 0°30'42" WEST HIGHWAY BEARING) 386.66 FEET, MORE OR LESS, ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

EXCEPTION PARCEL 2:

THOSE PORTIONS OF THE ABOVE DESCRIBED PROPERTY CONVEYED TO WILLIAM B. WOOLF BY WARRANTY DEED RECORDED JUNE 9, 1999 AS ENTRY NO. 214947 IN BOOK 427 AT PAGE 134 OF THE OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS SOUTH 89°33'19" WEST 2496.785 FEET ALONG THE SECTION LINE FROM THE NORTHEAST CORNER OF SECTION 17, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 12°48'31" EAST 292.39 FEET; THENCE SOUTH 24°02'26" EAST 142.37 FEET; THENCE SOUTH 33°47'10" WEST 38.17 FEET; THENCE SOUTH 70°51'32" WEST 143.50 FEET; THENCE SOUTH 89°33'19" WEST 358.65 FEET; THENCE NORTH 00°05'38" EAST 493.66 FEET; THENCE NORTH 89°33'19" EAST 391.81 FEET TO THE POINT OF BEGINNING.

OVERALL AS-SURVEYED BOUNDARY DESCRIPTION GOLF COURSE PARCEL

LOCATED IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 17, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, HIDEOUT, WASATCH COUNTY, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOW:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID NE ¼, SAID POINT BEING SOUTH 89°33'19" WEST 1778.80 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 17 AND RUNNING THENCE S00°03'56"E 877.49 FEET; THENCE S89°28'38"W 615.43 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY 248; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE N52°27'12"W 624.94 FEET; THENCE N89°33'19"E 357.96 FEET; THENCE N70°51'32"E 143.50 FEET; THENCE N33°47'10"E 38.17 FEET; THENCE N24°02'26"W 142.37 FEET; THENCE N12°48'31"W 292.39 FEET TO SAID NORTH LINE OF THE NE ¼ OF SECTION 17; THENCE ALONG SAID NORTH LINE N89°33'19"E 717.98 FEET TO THE POINT OF BEGINNING.
CONTAINS 15.14 ACRES IN AREA

TITLE COMMITMENT 1 EXCEPTION NOTES:

EXCEPTION 10 - A POWER LINE EASEMENT AS DISCLOSED IN THAT CERTAIN RECORD OF SURVEY, DATED SEPTEMBER 13, 1993, BY MCM ENGINEERING, FILED OCTOBER 12, 1993, AS FILE NO. 145, IN THE WASATCH COUNTY RECORDER'S OFFICE.

SURVEY FINDINGS: AS SHOWN AND LABELED ON THIS SURVEY.

EXCEPTION 11 - NOTICE OF RESTRICTIVE EASEMENT TO WILLIAM WOOLF, AN EASEMENT RESTRICTING HEIGHT OF STRUCTURES. SAID RESTRICTION PROVIDES THAT NO BUILDING OR STRUCTURE OF ANY KIND WILL BE PERMITTED TO EXCEED TWENTY (20) FEET IN HEIGHT FROM EXISTING GRADE UPON THE LOWER PORTION OF THE RESTRICTED PROPERTY KNOWN AS LOT 2B, WITHOUT THE PRIOR WRITTEN CONSENT OF THE GRANTEES OR THEIR SUCCESSORS AND ASSIGNS. EXISTING GRADE IS AS IDENTIFIED ON THE MAP CREATED BY DOMINION ENGINEERING IN APPROXIMATELY DECEMBER 1997 FOR THE MASTER PLAN APPROVED BY WASATCH COUNTY THE SAME DATE FOR THE JORDANELLE. SAID EASEMENT RECORDED JUNE 9, 1999, AS ENTRY NO. 214950, IN BOOK 427, AT PAGE 156, WASATCH COUNTY RECORDER'S OFFICE

SURVEY FINDINGS: AFFECTS ALL OF SUBJECT PARCEL.

EXCEPTION 12 - GRANT OF EASEMENT FROM THOMAS E. GILTNER AND ELIZABETH L. GILTNER TO WILLIAM WOOLF, RECORDED JUNE 9, 1999, AS ENTRY NO. 214951, IN BOOK 427, AT PAGE 158, WASATCH COUNTY RECORDER'S OFFICE.

SURVEY FINDINGS: AFFECTS ALL OF SUBJECT PARCEL.

EXCEPTION 13 - GRANT OF LIMITED DURATION EASEMENT FROM THOMAS E. GILTNER AND ELIZABETH L. GILTNER, GRANTORS TO WILLIAM WOOLF, GRANTEE, RECORDED JUNE 9, 1999, AS ENTRY NO. 214952, IN BOOK 427, AT PAGE 160, WASATCH COUNTY RECORDER'S OFFICE. SAID EASEMENT SHALL BE FOR THE BENEFIT OF GRANTEE ONLY AS LONG AS THE ORIGINAL DRIVEWAY TO LOT 2A IS IN EXISTENCE IN ITS ORIGINAL FORM.

SURVEY FINDINGS: AS SHOWN AND LABELED ON THIS SURVEY,

EDM Partners LLC
2815 East 3300 South, Salt Lake City, UT 84109
(801) 305-4670 www.edmpartners.com

NORTH

SCALE: 1" = 100'

0 50 100 200 300

CLIENT:

OTTO - WALKER ARCHITECTURE

LOCATION:

ALTA/NSPS LAND TITLE SURVEY
PARCEL NUMBER 20-8164, LOCATED IN THE NORTHEAST QUARTER (NE ¼),TOWNSHIP 2 SOUTH, RANGE 5 EAST SALT LAKE BASE AND MERIDIAN, HIDEOUT, WASATCH COUNTY, UTAH

10/20/2023
FOR REVIEW
DO NOT FILE SURVEY

PROFESSIONAL LAND SURVEYOR
4938730
TYLER E. JENKINS
STATE OF UTAH

ALTA/NSPS LAND TITLE SURVEY

DRAWN BY:	TEJ
REVIEWED BY:	
REVISIONS:	
No. DATE	REMARKS

DATE: OCTOBER 2023

SHEET NUMBER: 1 OF 1

C:\Users\jdmon\EDM Partners Dropbox\Projects\Otto Walker Hideout\Survey\Grand Summit ALTA.dwg

EXHIBIT "B"

EASEMENT FOR PARCEL 2B - PROPERTY ADJACENT TO SR248

DRAFT

When recorded return to:
High Country Title
P.O. Box 714
Park City, Utah 84060

00214950 Bk 00427 Pg 00156-00157
WASATCH CO RECORDER-ELIZABETH M PARCELL
1999 JUN 09 14:41 PM FEE $13.00 BY MBC
REQUEST: HIGH COUNTRY TITLE

NOTICE OF RESTRICTIVE EASEMENT

NOTICE IS HEREBY GIVEN that THOMAS E. GILTNER and ELIZABETH L. GILTNER as Grantors hereby create and grant to WILLIAM WOOLF as Grantee and his devisees, assignees, heirs and all successors in interest perpetually an EASEMENT an easement restricting height of structures over, across and covering a portion of real property known as Lot 2B situated in Summit County, Utah, more particularly described as:

> Commencing at the Northeast corner of Section 17, Township 2 South Range 5 East, Salt Lake Base and Meridian; thence along the North line of said Section 17, South 89°33'19" West a distance of 1778.805 feet; thence South 00°03'55" East a distance of 877.49 feet; thence South 89°28'38" West a distance of 444.35 feet to the point of the beginning; thence South 89°28'38" a distance of 180.01 feet more or less to the Easterly highway right of way line; thence following said Easterly right of way line North 51°58'58" West 618.46 feet; thence leaving said right of way line North 89°33'18" East 358.65 feet; thence North 70°51'31" East 4.0 feet; thence South 38°29'21" East 489.78 feet to the point of beginning.

Said Restriction shall be for the benefit of the following described property known as Lot 2A owned by the grantees located in Summit County, State of Utah and more particularly described as follows:

> Beginning at a point that is South 89°33'19" West 2496.785 feet along the section line from the Northeast corner of Section 17, Township 2 South Range 5 East, Salt Lake Base and Meridian; thence South 12°48'31" East 292.39 feet; thence South 24°02'26" East 142.37 feet; thence South 33°47'10" West 38.17 feet; thence South 70°51'32" West 143.50 feet; thence South 8933'19" West 358.65 feet; thence North 00°05'38" East 493.66 feet; thence North 89°33'19" East 391.81 feet to the point of beginning.

Said Restriction provides that no building or structure of any kind will be permitted to exceed twenty (20) feet in height from existing grade *upon the lower portion* of the restricted property known as Lot 2B, without the prior written consent of the grantees or their successors and assigns. Existing grade is as identified on the map created by Dominion Engineering in approximately December 1997 for the Master Plan approved by Wasatch County the same date for the Jordanelle.

IN WITNESS WHEREOF Grantors execute this 8 day of June, 1999.

THOMAS E. GILTNER Thomas E Giltner

ELIZABETH L. GILTNER Elizabeth L. Giltner

STATE OF UTAH)
ss
COUNTY OF SUMMIT)

On the ____ day of May, 1999 appeared before me Mike W. Gilbert, known to me to be such, who being duly sworn did swear that he signed the foregoing Notice of Restrictive Easement by Power of Attorney for Grantors.

NOTARY PUBLIC
Residing at:

PAGE (•) INDEX ( ) ABSTRACT ( ) PLAT ( ) CHECK ( )

156

157

STATE OF Florida)
COUNTY OF Manatee (ss.

On the 7th day of June, 1999 A.D., personally appeared before me Thomas E. Giltner and Elizabeth L. Giltner, the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.
FL D/L G435-825-27-077-0 & FL D/L G435-232-29-502-0

Nancy K. Steele
Notary Public NANCY K Steele

Nancy K Steele
My Commission CC578198
Expires Aug. 08, 2000


486
20-8162
500 E
20-8164
Hideout
EASEMENT
248
ROAD
PARCEL C
OP C
21-8621
COMMON A
MINER WAY
GRAYWOOLF
ROAD


WOOLF
Height Restriction Easement
Legend
HIDEOUT
Klamath Hideout
Google Earth

EXHIBIT "C"

LETTER OF AGREEMENT WITH KLAIM – RETAINING WALL AND EMS ACCESS OVER HOA PROPERTY

Forthcoming, prior to Town Council meeting

DRAFT

EXHIBIT "D"

MASTER CONCEPT PLAN

DRAFT

0007-2020
GARFF ROGERS RANCH LLC

NORTH 1/4 COR SEC 17,
T2S, R5E, SLB&M
FOUND ALUM CAP

20-8162
WILLIAM B WOOLF

20-8158
KLAIM LLC

20-8164
GRAND SUMMIT POINTE LLC

LOT 7
0.73 acres

LOT 6
0.65 acres

16' RETAINING WALL
TOW: 6712.0
BOW: 6696.0

OPEN SPACE
5.52 acres

8' RETAINING WALL
TOW: 6714.0
BOW: 6706.0

LOT 5
0.64 acres

10' PUE

WILDHORSE WAY

LOT 1
0.81 acres

4' RETAINING WALL
TOW: 6696.0
BOW: 6692.0

LOT 4
0.63 acres

2.50' CURB & GUTTER

2.50' CURB & GUTTER

RETAINING WALL DESIGN ALONG COMMERCIAL PARCEL TO BE FINALIZED WITH THE SITE GRADING.

27.00' ROW

LOT 12
0.99 acres

LOT 11
0.40 acres

WILDHORSE WAY

LOT 3
0.58 acres

LOT 10
0.35 acres

2.50' CURB GUTTER

COMM ZONING NMU
1.08 acres

5.00' CONCRETE SIDEWALK

LOT 9
0.28 acres

LOT 8
0.29 acres

RETAINING WALL DESIGN ALONG COMMERCIAL PARCEL TO BE FINALIZED WITH THE SITE GRADING.

8' RETAINING WALL
TOW: 6658.0
BOW: 6650.0

LOT 2
0.84 acres

20' RETAINING WALL
TOW: 6666.00
BOW: 6646.00

6.5' RETAINING WALL
TOW: 6670.5
BOW: 6664.0

STATE ROUTE 248/US 189
(UDOT PROJ NF-61)

MAINTENANCE ROAD
(STORM WATER)

GRAY WOOLF
ROAD DEDICATION

COMMON A

COMMON B

COMMON C

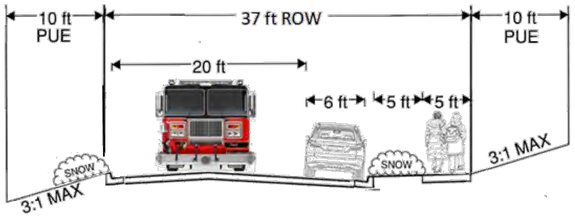
MINER WAY
(PUBLIC ROW)

GRAY WOOLF ROAD
(PUBLIC ROW)

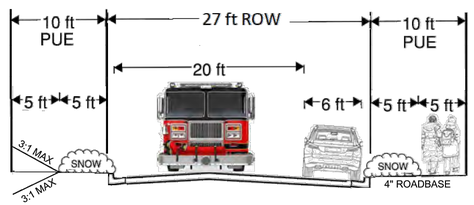
KLAIM PHASE 4
SUBDIVISION

KLAIM PHASE 1
SUBDIVISION

NO-SIDEWALK-OR-PARKING-ON-ONE-SIDE ALTERNATIVE



NO-SIDEWALK ALTERNATIVE



NORTH

0 30 60 120 180
SCALE:1"=60'

HIDEOUT - WILDHORSE

MULHOLLAND
DEVELOPMENT SOLUTIONS
kristian@mulholland-development.com
P.O. BOX 680925
PARK CITY, UTAH 84068
435.901.2940 (c)

CONCEPTUAL

DATE:	August 26, 2025
DESIGN BY:	KJM
DRAWN BY:	BRC
REVIEW BY:	
PROJECT NO:	HIDEOUT
ISSUE:	CONCEPTUAL
REVISIONS:	

SHEET TITLE:
WILDHORSE
CONCEPT PLAN

SHEET NUMBER:
EXH-1

path: C:\Users\Kristian\MDS Dropbox\Projects\117. Hideout - Wildhorse\06. Exhibits\
file name: Hideout - Wildhorse Subdivision Slope map.dwg | plot date: August 26, 2025 | plotted by: Kristian

EXHIBIT "E"

SLOPE MAP WITH MAXIMUM BUILDING ENVELOPES ON SLOPE MAP & AREAS TO REMAIN UNDISTURBED

DRAFT

NORTH 1/4 COR SEC 17,
T2S, R5E, SLB&M
FOUND ALUM CAP

0007-2020
GARFF ROGERS RANCH LLC

20-8162
WILLIAM B WOOLF

20-8158
KLAIM LLC

20-8164
GRAND SUMMIT POINTE LLC

LOT 7
0.75 acres

LOT 6
0.63 acres

LOT 5
0.64 acres

LOT 1
0.82 acres

LOT 12
0.99 acres

LOT 11
0.40 acres

LOT 10
0.34 acres

LOT 9
0.30 acres

LOT 8
0.30 acres

LOT 4
0.63 acres

LOT 3
0.58 acres

LOT 2
0.85 acres

OPEN SPACE
5.531 acres

COMM ZONING NMU
1.193 acres

POWER LINE EASEMENT

STATE ROUTE 248/US 189
(UDOT PROJ NF-0(1))

150'

GRAY WOOLF ROAD DEDICATION

COMMON A

COMMON B

COMMON C

GRAY WOOLF ROAD
(PUBLIC ROW)

MINER WAY
(PUBLIC ROW)

KLAIM PHASE 4
SUBDIVISION

KLAIM PHASE 1
SUBDIVISION

Slopes Table			
Number	Minimum Slope	Maximum Slope	Color
1	0.00%	30.00%	
2	30.00%	36.00%	
3	36.00%	40.00%	
4	40.00%	100.00%	

NOTE:

MAXIMUM SITE DISTURBANCE OF 66% FOR EACH BUILDING ENVELOPE AND NO DISTURBANCE TO THE OPEN SPACE LAND.

NORTH

0 30 60 120 180
SCALE:1"=60'

HIDEOUT - WILDHORSE

MULHOLLAND
DEVELOPMENT SOLUTIONS
kristian@mulholland-development.com
P.O. BOX 680925
PARK CITY, UTAH 84068
435.901.2940 (c)

PRELIMINARY

DATE:	April 08, 2025
DESIGN BY:	KJM
DRAWN BY:	BRC
REVIEW BY:	
PROJECT NO:	HIDEOUT
ISSUE:	PRELIMINARY
REVISIONS:	

SHEET TITLE:
WILDHORSE
SLOPE MAP & AREAS
TO REMAIN UNDISTURBED

SHEET NUMBER:
EXH

path: D:\MDS Dropbox\Projects\117. Hideout - WildHorse\06_Exhibits\
file name: Hideout - Wildhorse Subdivision Slope map.dwg | plot date: April 08, 2025 | plotted by: Ron

EXHIBIT "F"

CONCEPTUAL DRAINAGE AND UTILITY PLAN

DRAFT

0 30 60 120 180
SCALE: 1"=60'

NORTH

NOTES:

1. THE FEASIBILITY OF LOTS IS UNKNOWN WHERE STORM DRAINAGE DETENTION AND RETENTION ARE EMPLOYED. LOT FEASIBILITY WILL BE DETERMINED AT FINAL DESIGN.

2. FIRE HYDRANT SPACING SHALL BE DETERMINED BY WASATCH FIRE DISTRICT AT FINAL DESIGN.

3. WHERE PUBLIC STORM WATER DRAINS ONTO PRIVATE PROPERTY, AN EASEMENT SHALL BE GRANTED TO THE TOWN ESTABLISHING THAT THE PRIVATE PROPERTY OWNER ACCEPTS THE DRAINAGE AS THEIRS, AND RELEASES AND INDEMNIFIES THE TOWN FROM ANY POTENTIAL LIABILITY ASSOCIATED WITH IT.

4. TOWN CODE 10.08.18.D -- "THE TOWN ENGINEER SHALL DETERMINE THE MOST APPROPRIATE ENGINEERING SYSTEM AND MATERIALS FOR RETAINING WALLS LOCATED WITHIN THE PUBLIC RIGHT-OF-WAY AND THOSE LOCATED OUTSIDE THE PUBLIC RIGHT OF WAY THAT SUPPORT A PUBLIC ROAD."

N69°33'19"E 717.98'
S00°31'55"E 877.49'
N12°48'31"W 292.39'
N24°02'26"W 142.37'
N33°47'10"E 38.17'
N70°51'32"E 143.50'
N89°33'19"E 357.96'
S89°28'38"W 615.43'
N52°27'12"W 624.94'

LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
LOT 8
LOT 9
LOT 10
LOT 11
LOT 12
OPEN SPACE
COMM
ZONING NMU

WILDHORSE WAY
WILDHORSE WAY
PROPOSED STORM DRAIN INLET (TYP)
PROPOSED STORM DRAIN PIPE (TYP)
STORM DRAIN DETENTION STRUCTURE
STORM DRAIN DETENTION STRUCTURE
EXISTING STORM DRAIN INLET CONNECTION
PROPOSED DRAINAGE CHANNEL
STORM DRAIN MAINTENANCE 15' ACCESS ROAD (15% MAX)
STORM DRAIN DISCHARGE POINT AND CONNECTION INTO UDOT SYSTEM VIA RIP-RAP CHANNEL
EXISTING 18" STORM DRAIN PIPE
EXISTING SD INLET
HIGHWAY 248
EXISTING SD INLET
EXISTING 12" STORM DRAIN PIPE
EXISTING 18" STORM DRAIN PIPE
EXISTING 54" STORM DRAIN PIPE
EXISTING 36" STORM DRAIN PIPE

HIDEOUT - WILDHORSE

MULHOLLAND DEVELOPMENT SOLUTIONS
kristian@mulholland-development.com
P.O. BOX 680925
PARK CITY, UTAH 84068
435.901.2940 (c)

CONCEPTUAL

DATE:	August 26, 2025
DESIGN BY:	KJM
DRAWN BY:	BRC
REVIEW BY:	
PROJECT NO:	HIDEOUT
ISSUE:	CONCEPTUAL
REVISIONS:	

SHEET TITLE:
WILDHORSE CONCEPTUAL DRAINAGE PLAN

SHEET NUMBER:
SP-00

path: C:\Users\Kristian\MDS Dropbox\Projects\117. Hideout - Wildhorse\01. Design\
file name: Hideout Site Plan.dwg | plot date: August 26, 2025 | plotted by: Kristian

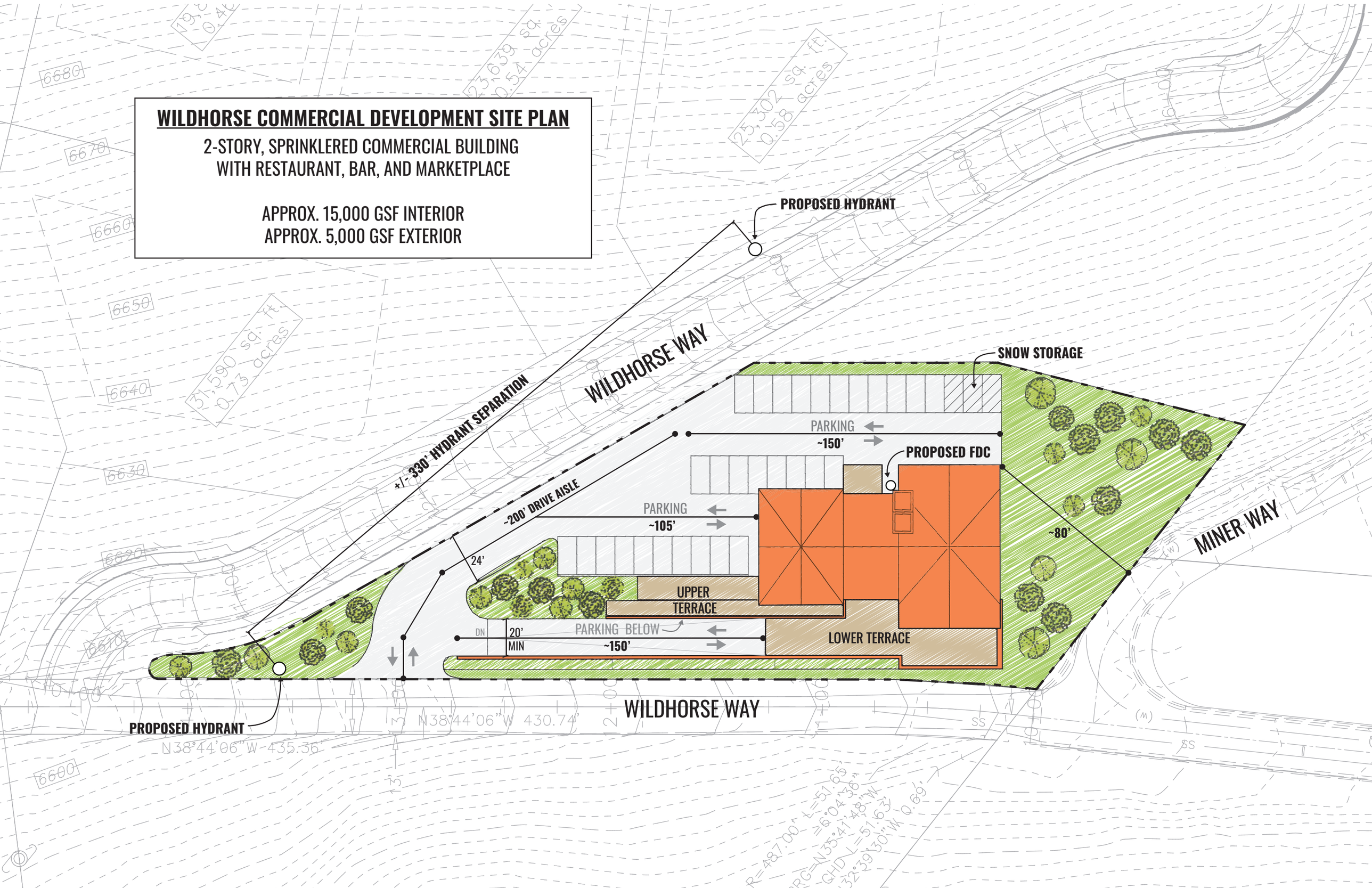
EXHIBIT "G"
CONCEPTUAL COMMERCIAL SITE PLAN AND CONCEPTUAL RENDERING

DRAFT

WILDHORSE COMMERCIAL DEVELOPMENT SITE PLAN

2-STORY, SPRINKLERED COMMERCIAL BUILDING
WITH RESTAURANT, BAR, AND MARKETPLACE

APPROX. 15,000 GSF INTERIOR
APPROX. 5,000 GSF EXTERIOR




WILDHORSE

EXHIBIT "H"
PROPOSED PHASING SCHEDULE

Development Component	Commencement	Completion
Infrastructure	Q2 2026	Q4 2026
Wildhorse Commercial	Q2 2026	Q4 2027
Wildhorse Villas	Q2 2027	Q4 2029
Wildhorse SF Residences	January 2026Q1 2027	Variable based upon lot sales and construction timing

* Any deviations from this Phasing Schedule greater than six months, must be approved by the Town Council. The Commercial development must be complete prior to the issuance of the 4th Certificate of Occupancy (CO) for any residential unit.

DRAFT

EXHIBIT "I"

COPY OF PLANNING COMMISSION RECOMMENDATION FOR REZONING

DRAFT

EXHIBIT "J"

COPY OF TOWN COUNCIL RESOLUTION INCLUDING THE FINDINGS OF FACT, CONCLUSIONS OF LAW, AND CONDITIONS OF APPROVAL

DRAFT

EXHIBIT "K"
DESIGN AND ARCHITECTURE GUIDELINES

Being Revised/Updated

DRAFT

EXHIBIT L
REZONE PLAN FOR SITE

Final Rezone Exhibit to be updated and provided

DRAFT

0007-2020
GARFF ROGERS RANCH LLC

NORTH 1/4 COR SEC 17,
T2S, R5E, SLB&M
FOUND ALUM CAP

20-8162
WILLIAM B WOOLF

20-8158
KLAIM LLC

20-8164
GRAND SUMMIT POINTE LLC

LOT 7
0.73 acres

LOT 6
0.65 acres

16' RETAINING WALL
TOW: 6712.0
BOW: 6696.0

OPEN SPACE
5.52 acres

8' RETAINING WALL
TOW: 6714.0
BOW: 6706.0

LOT 5
0.64 acres

10' PUE

WILDHORSE WAY

LOT 1
0.81 acres

4' RETAINING WALL
TOW: 6696.0
BOW: 6692.0

LOT 4
0.63 acres

2.50' CURB & GUTTER

2.50' CURB & GUTTER

RETAINING WALL DESIGN ALONG COMMERCIAL PARCEL TO BE FINALIZED WITH THE SITE GRADING.

27.00' ROW

LOT 12
0.99 acres

LOT 11
0.40 acres

WILDHORSE WAY

LOT 3
0.58 acres

LOT 10
0.35 acres

2.50' CURB GUTTER

COMM ZONING NMU
1.08 acres

5.00' CONCRETE SIDEWALK

LOT 9
0.28 acres

LOT 8
0.29 acres

RETAINING WALL DESIGN ALONG COMMERCIAL PARCEL TO BE FINALIZED WITH THE SITE GRADING.

8' RETAINING WALL
TOW: 6658.0
BOW: 6650.0

LOT 2
0.84 acres

20' RETAINING WALL
TOW: 6666.00
BOW: 6646.00

6.5' RETAINING WALL
TOW: 6670.5
BOW: 6664.0

STATE ROUTE 248/US 189
(UDOT PROJ NF-61)

MAINTENANCE ROAD
(STORM WATER)

GRAY WOOLF
ROAD DEDICATION

COMMON A

COMMON B

COMMON C

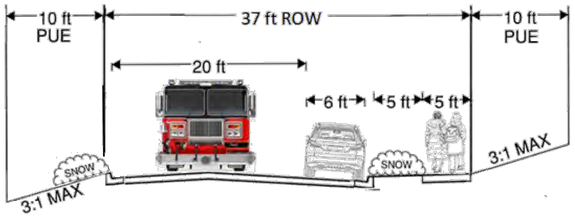
MINER WAY
(PUBLIC ROW)

GRAY WOOLF ROAD
(PUBLIC ROW)

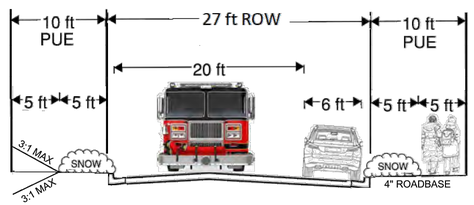
KLAIM PHASE 4
SUBDIVISION

KLAIM PHASE 1
SUBDIVISION

NO-SIDEWALK-OR-PARKING-ON-ONE-SIDE ALTERNATIVE



NO-SIDEWALK ALTERNATIVE



NORTH

0 30 60 120 180
SCALE:1"=60'

HIDEOUT - WILDHORSE

MULHOLLAND
DEVELOPMENT SOLUTIONS
kristian@mulholland-development.com
P.O. BOX 680925
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CONCEPTUAL

DATE:	August 26, 2025
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PROJECT NO:	HIDEOUT
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REVISIONS:	

SHEET TITLE:
WILDHORSE
CONCEPT PLAN

SHEET NUMBER:
EXH-1

path: C:\Users\Kristian\MDS Dropbox\Projects\117. Hideout - Wildhorse\06. Exhibits\
file name: Hideout - Wildhorse Subdivision Slope map.dwg | plot date: August 26, 2025 | plotted by: Kristian

File Attachments for Item:

5. Discussion and possible submittal to the Hideout Town Council of proposed Town of Hideout Planning Commission Rules and Regulations.

DRAFT

TOWN OF HIDEOUT PLANNING COMMISSION

RULES AND REGULATIONS

Adopted _____, 2025

The Planning Commission shall adhere to the following rules and regulations in administration of the Commission duties and governance of their meetings. The Planning Commission shall adhere to all requirements of Utah State Code (Title 10, Chapter 3 and 9a) and the Hideout Municipal Code (Title 3, Chapter 3.02 and Titles 11 and 12) related to Planning Commissions.

I. Membership

The Commission consists of five (5) voting members and two (2) alternate members appointed by the Mayor with the advice and consent of the Town Council.

Members shall serve staggered four-year terms. The Mayor shall, with the advice and consent of the Town Council, appoint a new Planning Commission member, or reappoint an incumbent member, to fill a position on the Planning Commission that has expired. (Terms shall be staggered with one seat expiring each year and shall expire January 1 of the respective year. Members shall continue to serve until their successor is appointed. If the expiration of Planning Commissioners' terms is not staggered, the Mayor may appoint members for a term shorter than five (5) years to ensure the staggered expiration of terms.)

The Mayor shall appoint a new Planning Commission member, with the advice and consent of the Town Council, to fill vacancies that might arise for the remainder of an unexpired term.

There is no limitation on the length of time a member may serve if they are reappointed.

Members must be full-time residents of Hideout for at least a year and maintain residency during their service.

Members shall avoid conflicts of interest as required by law and Town policy, i.e., any financial interest beyond single dwelling ownership.

II. Officers

A Chair and Vice Chair shall be elected annually at the first meeting of the new year by majority vote of the Commission from among voting members. To be eligible, the Chair and Vice Chair must have been voting members of the Commission for at least one (1) year.

The Chair shall preside over all meetings and hearings of the Commission and coordinate with staff on agendas. The Chair shall pace the meeting so that all items

on the agenda can be addressed and either concluded or continued. The Chair shall use his/her best efforts to preserve order and see that members of the Commission and the public are treated with respect. The Chair shall sign official recommendations and reports on behalf of the Commission.

The Vice Chair shall preside in the absence of the Chair.

The Vice Chair shall assume the duties of Chair for the remainder of the year if the Chair resigns. A new Vice Chair is elected by a majority vote of the Commission from among voting members at the first scheduled meeting after the resignation.

Members of town staff shall serve as Secretary, responsible for agendas, minutes, and official records.

III. Meetings

All meetings shall comply with the Utah Open and Public Meetings Act.

A. Regular Meetings:

Commission shall hold regular monthly meetings with the annual schedule adopted at the first meeting of each year. Public notice of all meetings shall be provided in accordance with Utah Code and all applicable Hideout Town codes.

No schedule changes should be made except for the lack of a quorum.

The Planning Commission shall not conduct any business at a meeting unless a quorum is present. A quorum shall consist of three (3) of the appointed members of the Commission. No action may be taken without a quorum.

Agenda items and complete packet must be delivered to the Planning Commission by noon on Monday for a Thursday evening meeting or the Planning Commission has the right to cancel the meeting if the materials are not complete or delivered in a timely manner. The Planning Commission shall not act on or make any final decision regarding an item that is not on the agenda.

There shall be on every agenda of the Planning Commission an item entitled “public comment”. The public comment portion of the meeting shall be limited to the public speaking to the Commission on any item not on the agenda. Members of the public shall be free to express any idea, question, or viewpoint without limitation except for time and the manner of the presentation.

Individual members of the public shall be limited to the time allowed by the Chair. The Chair shall ensure that the public comment is civil and orderly. The Chair shall use his/her best efforts to allow the free expression of the public and keep the meeting in order. Planning Commissioners and staff should not interrupt, argue with, or otherwise interfere with any comment by a member of the public. The Planning Commissioners and staff may ask clarifying questions of the member of the public

making a presentation, and other members of the public may comment at the discretion and recognition by the Chair.

At regular meetings of the Planning Commission, members shall speak and have discussion without interrupting others who are speaking. Any meeting designated as a work meeting shall be more informal, and Planning Commissioners may freely participate if proper decorum is maintained. Planning Commissioners shall always conduct themselves with decorum and respect and shall refrain from making any disparaging remarks concerning any other member of the governing body or the public.

B. Special Meetings:

Special Meetings may be called by the Chair or at the request of three (3) or more voting members.

C. Voting:

A quorum of Commission members must be present and voting in a public meeting. Actions require a majority vote of those present and voting. All votes will be cast verbally. After the vote is taken, any member of the Commission desiring to explain his/her vote shall be allowed an opportunity to do so.

The Commission consists of two alternates. The alternates attend all meetings of the Commission. The alternate member may sit in for a full-time member of the Commission, at the request of the Chair, when the full-time member is not able to be in attendance including if the full-time member recuses on a matter. When an alternate is needed in place of a regular member, the two alternate members rotate the responsibility. The alternate may only vote at such time as they are acting for the full-time member. If the full Commission is present, the alternates shall sit with the Planning Commission and may participate in the discussion and ask questions but may not vote.

Failure to vote by a member shall be counted as an abstention. All official Commission members will vote except those who have abstained. A Commission member shall abstain only if he or she has possible conflict of interest. All members of the Commission shall be familiar with and adhere to the provisions of Title 10 Chapter 3 Part 13, U.C.A., "Municipal Officers' and Employees' Ethics Act" and Hideout Town conflict of interest and ethics ordinances. If the Commissioner(s) suspects that they may have a conflict of interest which would affect their employment or financial interests concerning any matter to be reviewed by the Planning Commission, they shall consult with the Town Attorney prior to the scheduled review for advice regarding the appropriate action to be taken or shall declare the conflict on the record and should recuse themselves from the meeting and not participate in the discussion or voting on the matter. If the Commissioner(s) first suspects such a conflict of interest during the meeting in which the matter is being reviewed, they shall declare the conflict on the record and should recuse themselves from the meeting and not participate in the discussion or voting on the matter.

IV. Member Duties

All members of the Planning Commission shall complete training before they can vote in their first meeting. Yearly training shall be conducted by all members.
All members of the Planning Commission shall:

1. Complete at least four (4) hours of annual land use training offered by the Utah League of Cities and Towns; or a list of training courses selected by the Utah League of Cities and Towns
2. Proof of completion shall be submitted to the Town Clerk, and the record shall be maintained of training completion at the end of each calendar year.
3. This section shall apply to all current members of the Planning Commission, including alternates. All members shall complete at least two hours of training within sixty (60) calendar days of the effective date of this Ordinance. A newly appointed Planning Commissioner shall complete at least two hours of training within sixty (60) calendar days of being appointed.

All Planning Commission members must attend meetings, review materials in advance, disclose conflicts of interest, and deliberate in good faith.

Any Planning Commission member who is absent from two (2) consecutive regularly scheduled meetings, or a total of four (4) regularly scheduled meetings per calendar year may be called before the Town Council and asked to resign or be removed for cause by the Council.

The Planning Commission shall review and recommend actions on the General Plan, zoning ordinances, subdivisions, land use applications, and related matters.

Conduct public hearings as required by law.

Make recommendations to the Town Council based on law, facts in the record, and adopted Town policies.

Support and respect Commission decisions once made.

Ex Parte Communication: An ex parte contact is any communication with an applicant, applicant's representative or member of the public interested in the outcome of a decision that occurs outside of a Planning Commission meeting regarding a matter that is on the agenda or anticipated to be placed on a future agenda. Commissioners should refrain from engaging in these communications. Anyone speaking to Commissioners on these matters should do so at a public meeting, so their comments, concerns, and evidence are on the public record. A Commissioner who has engaged in ex-parte communication should disclose the nature and extent of the communication prior to consideration of the matter and declare whether the member is capable of making a decision free from bias as a result of the communication.

V. Amendments

These Rules may be amended by majority vote of the Planning Commission at any regular meeting, subject to approval by the Town Council.

PASSED AND ADOPTED this ____ day of _____, 20XX, by the Town Council of Hideout, Utah.

Mayor: _____

Town Clerk: _____